

Annual Plan for Fiscal Year 2003

Housing Authority of the Town of Guttenberg

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-

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2004

PHA Plan
Agency Identification

PHA Name: Housing Authority of the Town of Guttenberg PHA Number: NJ036

PHA Fiscal Year Beginning: (mm/yyyy) 04/2003

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- ☒ Main administrative office of the PHA
- ☐ PHA development management offices
- ☐ PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- ☒ Main administrative office of the PHA
- ☐ PHA development management offices
- ☐ PHA local offices
- ☐ Main administrative office of the local government
- ☐ Main administrative office of the County government
- ☐ Main administrative office of the State government
- ☐ Public library D PHA website
- ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- ☐ Main business office of the PHA
- ☐ PHA development management offices
- ☐ D Other (list below)

Annual PHA Plan PHA Fiscal Year 2003 [24 CFR Part 903.7]

Annual Plan Type:

D Standard Plan

Streamlined Plan:

X High Performing PHA

__ Small Agency «250 Public Housing Units) D Administering Section 8 Only

__ Troubled Agency Plan

FFY 2003 Annual Plan Page 1

HUD 50075

OMB Approval No: 2577-0226

Expires: 03/31/2004

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EXECUTIVE SUMMARY

The Guttenberg Housing Authority operates 4 Public Housing developments consisting of 251 units. These developments include:

Macaluso Towers, Centennial Towers Golden Gardens, and Klein Towers.

Klein Towers is for the elderly and disabled, while the others are mixed occupancy Developments consisting of one, two and three bedroom units.

The Authority also administers the Section 8 Voucher Program consisting of 199 Vouchers

The Authority currently has 133 applicants on the Public Housing Waiting List and 88 applicants on the Section 8 Waiting List.

The U.S. Department of Housing and Urban Development (HUD) provides the Authority with subsidies to support these programs. For Public Housing the Authority annually receives approximately \$397,980.00 in Operating Subsidy and \$596,207.00 in Comprehensive Grant funds. For the Section 8 Program the Authority annually receives approximately \$1,517,613 for payments to landlords and program administration.

The Authority is committed to administering these programs in accordance with Fair Housing and Equal Opportunity goals and requirements.

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Attachment

GUTTENBERG HOUSING AUTHORITY, 6900 BRIDGWAY, GUTTENBERG, NJ 07093

Program/Activity: Providing Federal Grant Funding

AGENCY PLAN 2003

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certification and agreements to the U.S. Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an ongoing drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a;

d. Notifying the employee in the statement required by paragraph a that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employees of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph a. (Part C)

2. Sites for Work Performance. The Applicant shall list (on separate pages) the sites for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.

MACALUSO TOWERS, 400-68th STREET, GUTTENBERG, NJ 07093

CENTINIAL TOWERS, 6900 BRIDGWAY, GUTTENBERG, NJ 07093

GOLDEN GARDENS, 135-60th STREET, GUTTENBERG, NJ 07093

FERMAN G. TOWERS, 7005 RIVIERE ROAD, GUTTENBERG, NJ 07093

Check item ☐ If there are workplaces or locations not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompanying herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(12 - 5 U.S.C. 1061, 1616, 1012, 31 U.S.C. 3729, 3802)

Name of Authorized Official

MARJANA P. MCCLOSKEY

Title

EXECUTIVE DIRECTOR

Date

JANUARY 9, 2003

Form HUD-60870 (5/98)

ref. Handbook 7417.1, 7475.13, 7486.1 & 5

Civil Rights Certification

The Guttenberg Housing Authority certifies that it will carry out its plan in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and title II of the Americans with disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and also certifies that it will affirmatively further fair housing.

The Housing Authority proposes to assure compliance with this certification by systematically reviewing all policies and procedures and identifying any and all impediments to fair housing choice within its programs. If any are uncovered, the Authority will address those impediments in a reasonable fashion in view of the resources available, and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement. The Authority will maintain records reflecting these analyses and actions when required.



Barbara P. Criscione
Executive Director
Guttenberg Housing Authority

1/9/2003
Date

US Department of Housing and Urban Development Office of Public and Indian Housing

Resolution Number 2003-19

PHA Certifications of Compliance with the PHA Plans and Related Regulations Board Resolution to Accompany the PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve submission of the 5 year Plan and Annual Plan for the PHA fiscal year beginning 3/1/2003, hereinafter referred to as the Plan of which this document is a part and make the following certification with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choices, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Boards or Boards (24CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
 - a. The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
 - b. The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - c. adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - d. The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - e. The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7 © (1).

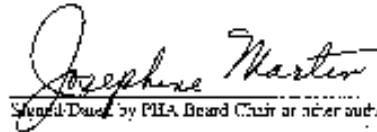
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F .
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
13. For PHA Plan that includes a PHDEP Plan as specified in 24 CFR 761.21: The PHDEP Plan is consistent with and conforms to the "Plan Requirements" and "Grantee Performance Requirements" as specified in 24 CFR 761.21 and 761.23 respectively and the PHA will maintain and have available for review/inspection (at all times), records or documentation of the following:
 - Baseline law enforcement services for public housing developments assisted under the PHDEP plan;
 - .Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15);
 - .Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;
 - Coordination with other law enforcement efforts;
 - .Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and .All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan.
14. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
15. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.1 05(a).
16. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
17. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
18. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
19. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
20. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).
21. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

12. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and attachments at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at less, i.e. the primary business office of the PHA.

Chattanooga Housing Authority
PHA Name

701-361-0900
PHA Number


Signed/Drawn by PHA Board Chair or other authorized PHA official

MISSION STATEMENT

The Housing Authority of the Town of Guttenberg has as its primary goal to serve low-income families..

The Housing Authority will achieve its mission as follows:

1. By providing housing assistance opportunities to low-income families.
2. By increasing economic opportunities for low-income families to achieve self-sufficiency.
3. By its commitment to provide decent, safe and sanitary housing to eligible applicants, and residents in occupancy.

Goals and Objectives

1.To increase the availability of decent, safe and affordable housing in the community.

2 To ensure equal opportunity in housing for all people.

3.To promote self-sufficiency for low-income families.

To maintain the Housing Authority status as a "High Performer" under the Public Housing Assessment System (PHAS)

To continue to maintain decent, safe, and sanitary housing

To modernize Public Housing using Comprehensive Grant funds

To implement all recent regulatory changes in a timely and correct manner .

To obtain and administer additional Section 8 units

To implement the new Community Service requirements

To increase services for residents to promote self-sufficiency and homeownership

To develop affordable housing through the Guttenberg Affordable Housing Corporation

To ensure that staff are properly trained in order to carry out the Authority's mission

The Housing Authority's mission and goals are consistent with and contribute to HUD's mission and goals and objectives.

By 2005, this housing authority hopes to have accomplished all goals and objectives in the five-year plan, and hopes to be providing more and better services and programs for its residents and members of the community.

Housing Needs

The primary source of data used to ascertain local housing needs are the Authority's Public Housing and Section 8 Waiting Lists. Following is the waiting list data.

Public Housing Waiting List

	Number	Percentage
Waiting List Total	133	
Extremely Low Income (30% of median)	80	60%
Very Low Income (50% of median)	36	27%
Low Income (80% of median)	14	11%
Families with Children	62	47%
Elderly families	51	38%
Families with disabilities	16	12%
Hispanic	103	77%
White	124	93%
Black	9	7%
Other	30	23%
Resident of Guttenberg	76	57%

Section 8 Waiting List

	Number	Percentage
Waiting List Total	88	
Extremely Low Income (30% of median)	66	75%
Very Low Income (50% of median)	17	19%
Low Income (80% of median)	3	3%
Families with Children	52	59%
Hispanic	75	85%
White	85	97%
Black	3	3%
Other	13	15%
Resident of Guttenberg	54	61%
Non-Resident	34	38%

The majority of all applicants are either extremely low income or very low income. The Authority should easily meet the new mandated goals of admitting extremely low income

(30% of the median income) applicants. The goals are 40% of all new Public Housing admissions and 75% of all new Section 8 admissions.

A comparison of family applicants and elderly applicants shows a greater percentage of elderly applicants in both programs.

The percentage of elderly is higher in the Public Housing program as compared to the Section 8 program.

Hispanics applicants comprise a majority of all applicants, while Black applicants are approximately 12%.

According to Hudson County Consolidated Plan, the number 1 affordable housing is, “To increase financial rental assistance to extremely low and very low income tenants, who are cost burdened.” The Authority has chosen to provide an admission preference to applicants who are rent burdened. In addition, admission preferences shall also be provided to those living in substandard housing and those involuntarily displaced. These preference are consistent with the Consolidated Plan.

U.S.Department of Urban Development
Newark Field Office – Region II
One Newark Center, 13th floor
Newark, N.J. 07102-5260
Telephone (973) 622-7900

August 15, 2002

Ms. Barbara Criscione Executive Director
Guttenberg Housing Authority 6900 Broadway
Guttenberg, New Jersey 07093-3311

Dear Ms. Criscione:

Subject: Low Income Public Housing Operating Subsidy FYE 03-31-03
Project No. NJ036-001-03M

We are returning approved your request for Operating Fund Calculation of Operating Subsidy. Operating funds may be used by Public Housing Agencies (PHAs) to address security and public safety needs that have been included in an approved PHA plan or in a board certified operating budget.

The Authority's operating Subsidy eligibility is computed below. It was funded at 100% of eligibility as follows:

FYE 03/31/03 Operating Subsidy Eligibility \$ 397 ,980
FYE 03/31/03 Letter of Intent (205.041)
Total Due Authority \$ 225,194

This is to remind you that by resolution the Authority's Board has approved an Operating Budget and has certified that the Authority has complied with the ten requirements of Form HUD 52574, "PHA Board Resolution Approving Operating Fund Calculation of Operating Subsidy."

If you have any questions concerning this subsidy approval, please contact Mr. Larry Taylor of my staff at
(973) 622-7900, extension 3643.

Carmen Valenti
Director
Office of Public Housing

Visit our Web site at: <http://www.hud.gov/local/njn/> "

Calculation of Operating Subsidy: Office at Public and Indian Housing -

PHA-Owned Rental Housing -----Section 1--

d) No. of HA Units		e) Unit Months Available (UMAs)	f) Subject FYE	g) ACC Number	h) Operating Fund Project Number	i) (Reserved)
		2964	3/31/03	NY 398	NJ03600103M	

Line No.	Description	Requested by PHA (PUM)	HUD Modifications (PUM)
Part A. Allowable Expenses and Additions			
01	Previous allowable expense level (Part A, Line 08 of form HUD-52723 for previous year)	316.39	
02	Part A, Line 01 multiplied by .005	1.58	
03	Delta from form HUD-52720-B, if applicable (see instructions)		
04	"Requested" year units from latest form HUD-52720-A (see instructions)	247	
05	Add-ons to allowable expense level from previous fiscal year (see instructions)		
06	Total of Part A, Lines 01, 02, 03 and 05	317.97	
07	Inflation factor	1.026	Ex Rate 1.017
08	Revised allowable expense level (AEL) (Part A, Line 06 times Line 07)	326.24	323.37
09	Transition Funding		
10	Increase to AEL		
11	Allowable utilities expense level from form HUD-52722-A	125.89	
12	Actual PUM cost of independent Audit (IA) (Through FYE 3/31/02)	1.12	
13	Costs attributable to deprogrammed units		
14	Total Allowable Expenses and Additions (Sum of Part A, Lines 08 thru 13)	453.25	451.39
Part B. Dwelling Rental Income			
01	Total rent roll (as of 9/01/01)	\$ 3,447,616	
02	Number of occupied units as of rent roll date	247	
03	Average monthly dwelling rental charge per unit for current budget year (Part B, Line 01 ÷ Line 02)	308.09	
04	Average monthly dwelling rental charge per unit for prior budget year	308.24	
05	Average monthly dwelling rental charge per unit for budget year 2 years ago	278.80	
06	Three-year average monthly dwelling rental charge per unit ((Part B, Line 03 + Line 04 + Line 05) ÷ 3)	298.38	
07	50/50 Income split ((Part B, Line 03 + Line 06) ÷ 2)	303.24	
08	Average monthly dwelling rental charge per unit (lesser of Part B, Line 03 or Line 07)	303.24	
09	Rental income adjustment factor	1.000	
10	Projected average monthly dwelling rental charge per unit (Part B, Line 08 times Line 09)	303.24	
11	Projected occupancy percentage from form HUD-52728	97	
12	Projected average monthly dwelling rental income per unit (Part B, Line 10 times Line 11)	302.97	
Part C. Non-dwelling Income			
01	Other Income (Non-dwelling) Rent = 5.06, EVES UTIL = 2.41, Other = 9.09	16.76	
02	Total operating receipts (Part B, Line 12 plus Part C, Line 01)	319.73	
03	PUM deficit or (income) (Part A, Line 14 minus Part C, Line 02)	133.56	
04	Deficit or (income) before add-ons (Part C, Line 03 times Section 4.1E)	33,655.44	

Line No.	Description	Requested by FHA (PUM)	HUD
Part A. Allowable Expenses and Additions			
01	Previous allowable expense level (Part A, Line 08 of form HUD-52723 for previous year)	316.39	
02	Part A, Line 01 multiplied by .005	1.58	
03	Delta from form HUD-52720-B, if applicable (see instructions)		
04	"Requested" year units from latest form HUD-52720-A (see instructions)	247	
05	Add-ons to allowable expense level from previous fiscal year (see instructions)		
06	Total of Part A, Lines 01, 02, 03 and 05	317.97	
07	Inflation factor	1.026	in low
08	Revised allowable expense level (AEL) (Part A, Line 06 times Line 07)	326.24	323
09	Transition Funding		
10	Increase to AEL		
11	Allowable utilities expense level from form HUD-52722-A	125.89	
12	Actual PUM cost of independent Audit (IA) (Through FYE 3/02)	1.12	
13	Costs attributable to deprogrammed units		
14	Total Allowable Expenses and Additions (Sum of Part A, Lines 08 thru 13)	453.25	450
Part B. Dwelling Rental Income			
01	Total rent roll (as of 11/1/02) 9/01/01 \$ 347,701.50		
02	Number of occupied units as of rent roll date 247		
03	Average monthly dwelling rental charge per unit for current budget year (Part B, Line 01 ÷ Line 02)	308.09	
04	Average monthly dwelling rental charge per unit for prior budget year 308.24		
05	Average monthly dwelling rental charge per unit for budget year 2 years ago 278.80		
06	Three-year average monthly dwelling rental charge per unit ((Part B, Line 03 + Line 04 + Line 05) ÷ 3)	298.38	
07	50/50 income split ((Part B, Line 03 + Line 06) ÷ 2)	303.24	
08	Average monthly dwelling rental charge per unit (lesser of Part B, Line 03 or Line 07)	303.24	
09	Rental income adjustment factor 1.03		
10	Projected average monthly dwelling rental charge per unit (Part B, Line 08 times Line 09)	312.34	
11	Projected occupancy percentage from form HUD-52728 97%		
12	Projected average monthly dwelling rental income per unit (Part B, Line 10 times Line 11)	302.97	
Part C. Non-dwelling Income			
01	Other Income (Non-dwelling) Rent = 5.06 * EVES UTIL = 0.21 * Other = 9.09	16.76	
02	Total operating receipts (Part B, Line 12 plus Part C, Line 01)	319.73	
03	PUM deficit or (income) (Part A, Line 14 minus Part C, Line 02)	133.52	
04	Deficit or (income) before add-ons (Part C, Line 03 times Section 4.1E)	345.75	

Part H. Calculation of Adjustments for Subject Fiscal Year

This part is to be completed only after the subject fiscal year has ended

01 Indicate the types of adjustments that have been reflected on this form:

 Utility adjustment HUD discretionary adjustment
(specify under Section 3)

02 Utility adjustment from form HUD-52722-B

03 Deficit or (Income) after adjustments total of Part E, Line 01 and Part H, Line 02)

04 Operating subsidy eligibility after year-end adjustments (greater of Part E, Line 02 or Part H, Line 03)

05 Part E, Line 03 of latest *form* HUD-52723 approved during subject FY
(Do not use Part E, Line 03 of this version)

06 Net adjustments for subject fiscal year (Part H, Line 04 minus Part H, Line 05)

07 Utility adjustment (enter same amount as Part H, Line 02)

08 Total HUD discretionary adjustments (Part H, Line 06 minus Line 07)

09 Unfunded portion of utility adjustment due to proration

10 Unfunded portion of HUD discretionary adjustment due to proration

11 Prorated utility adjustment (Part H, Line 07 plus Line 09)

12 Prorated HUD discretionary adjustment (Part H, Line 08 plus Line 10)

Remarks (provide part and line numbers)

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and a

This part is to be completed only after the subject fiscal year has ended

Indicate the types of adjustments that have been reflected on this form:

☐ Utility Adjustment ☐ HUD discretionary adjustment
(Specify under Section 3)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Section 8 Financial Management Center
2345 Grand Boulevard, Suite 1150
Kansas City, Missouri 64108-2603
HUD Home Page: www.hud.gov .

March 26, 2002
Ms. Barbara Criscione, Executive Director
Guttenberg Housing Authority
6900 Broadway
Guttenberg, NJ 07093

Dear Ms. Criscione:

SUBJECT: Budget Documents for Section 8 Voucher Program HA Number: NJ036
Fiscal Year Ending March 31, 2003

Enclosed are the approved subject documents. The Total Annual Contributions Available consists of contracted, projected and ACC Reserve funds. These amounts are detailed on the enclosed spreadsheet. Please carefully review the spreadsheet as it provides pertinent information, including funding and unit utilization, which will assist the HA in planning its leasing activities for the fiscal year.

Please remember that it is your responsibility to periodically compare the actual program needs to the funds advanced. If an HA determines that additional contributions are needed, it must submit a complete budget revision. If an HA determines that it is scheduled to receive funds in excess of actual needs at year's end by more than five percent, it must submit only a revised Requisition (form HUD-52663) to reduce monthly advances. Excess advances must be maintained in an interest-bearing account and interest earned must be reported on the year-end settlement.

Please contact your Financial Analyst, Pat Young, at 1-888-404-3893, Ext.1010, or (612) 370-3276, if you have any questions or need any other information.

Sincerely,

Donna Keller
Division Director
Enclosures

Estimate of Total
Required Annual
Contributions

U.S. Department of Housing
and Urban Development
Section 8
Housing Assistance Payments Program

Note: See instructions to appropriate program handbook.

OMB No. 2500-0348 (Rev. 10/31/96)

1. Public Housing Agency (Name and address)
GLUTTENBERG HOUSING AUTHORITY
6900 BROADWAY
GLUTTENBERG, NJ 07033

2. Project No.
NJ35-0035-009-015

3. Submission
☒ Original ☐ Revision No. _____

4. Annual Contribution Contract No.
NY-1237

5. HUD Field Office
NEWARK

6. HUD Region Office
NEW YORK

7. No. Dwelling Units
199

8. No. Units Under
2358

9. Housing Program Type (Check One)

☐ 91 New Construction

☐ 92 Substantial Rehabilitation

☐ 93 Moderate Rehabilitation

☐ 94 Existing Housing Subsidies

☒ 95 Existing Housing

10. PMA (Fixed) Term Rental (Check One) (Complete if applicable)

☒ 101 Month 12

☐ 102 Month 24

☐ 103 Other (Specify)

☐ 104 Other (Specify)

11. 2003

1. Maximum Annual Contributions

	12	13	14	15	16
12. Maximum Annual Contributions Contributions			581,210		1263020
13. Private Maximum Annual Contributions Applicable to a Period in excess of 12 Months			0	Est. ABA	255133
14. Maximum Annual Contributions for Fiscal Year (Line 12 plus Line 13)			581,210		1518153
15. Project Account Estimated as Actual Balance at Beginning of Reporting Fiscal Year			73,906		345594
16. Total Annual Contributions Available - Revised or Actual (Line 14 plus Line 15)			655,116		1863747

25

NY 004 VO 0015 RENEWAL

1518153 - 137206 = 380,947

35

NY 005 VO 0015 RENEWAL

380,947 - 18723 = 362,224

180

NY 006 VO 0015 RENEWAL 000100 180100

362,224 - 14,112 = 348,112

198

NY 006 VO 0015 RENEWAL 000100 198100

348,112 - 12,457 = 335,655

NY 006 VO 0015 RENEWAL 000100 198100

335,655 - 11,181 = 324,474

101 Act - 137206

102 Proj - 18723

Reserve - (22145)

133784

Maxed CG

Reserve - 211810

345594

II. Sources of Required Annual Contributions	FHA Guaranteed (Mortgage Insurance Only)		FHA Guarantee Total \$	FHA Insured (Mortgage Insurance Only)		FHA Insurance Total \$
	Housing Expenses \$	FHA Fee \$		Housing Expenses \$	FHA Fee \$	
16. Estimated Annual Housing Assistance Payments (Form HUD-5007, Line 18)			1,350,798			
17. Estimated Origination Administrative Fee (Form HUD-5007, Line 19)			113,525			
18. Estimated Paid-to-Borrower Fee (Form HUD-5007, Line 19)						
19. Estimated Independent Public Accountant Audit Costs			3,300			
20. Estimated Preliminary Administrative and General Expense (Form HUD-5007, Lines 27 and 28)						
21. Carryover of Preliminary Administrative and General Expense Not Expended in the Previous FY Ending: (/ /)						
22. Estimated Non-Expendable Support Expense (Form HUD-5007, Line 22)						
23. Carryover of Non-Expendable Support Expense Not Expended in the Previous FY Ending: (/ /)						
24. Total Annual Contributions Requested - Requested Fiscal Year (Lines 16 through 23)			1,517,613			
25. Corrected End of Current Fiscal Year - Estimated or Actual						
26. Total Annual Contributions Required (Line 24 plus Line 25)			1,517,613			
27. Estimated Project Account Balance at End of Requested Fiscal Year (Line 15 minus Line 26)			468,500			346,134
28. Provision for Project Account - Requested (Total Year Income increase) (Line 27 minus line 14)			468,500			540
III. Annual Contributions Approved						
29. Total Annual Contributions Approved - Requested Fiscal Year (Line 26 plus increase, if any, on Line 28)			1,581,000			1518153
30. Source of Total Contributions Approved - Requested Fiscal Year (On Requested Fiscal Year Vietnam Annual Contributions Commitment (Line 13 or Line 29, whichever is smaller) (In Project Account) (Line 28 minus Line 29))			1,581,000			1518153

Signature, Name and Title of FHA Approving Official and date

[Signature]

Executive Director

Page 1 of 2

Signature, Name and Title of FHA Approving Official and date

Division Director
Sec. 5 Financial Mgt. C

[Signature]

MAR 26 2002

Supporting Data for
Annual Contributions
Estimates

U.S. Department of Housing
and Urban Development
Section 8
Housing Assistance Payments Program

Note: See instructions to appropriate program handbook.

OMB No. 2530-0048 (Rev. 10/21/84)

1. Project Name, Agency (Print Name and Address)
GLUTTENBERG HOUSING AUTHORITY
6900 BROADWAY
GLUTTENBERG, NJ 07093

2. Project No. NJ-29-W055-009-019

3. Subgrantee
☒ Original ☐ Renewal No.

4. No. of Dwelling Units 199 5. No. of Unit Months 2398

Part I: Estimate of Annual Housing
Assistance Payments Required

	Section 8 Unit No.	Number of Dwelling Units	Monthly Cost Per Dwelling Unit	Annual Payment Per Dwelling Unit	Monthly Housing Assistance Payment	Unit Months Used	Annual Housing Assistance Payments Less
6	0 BR	0	0	0	0	0	0
7	1 BR	134	779	208	551	1248	697,648
8	2 BR	55	874	309	545	780	425,100
9	3 BR	30	1000	311	580	580	348,040
10	4 BR						
11							
12							
13							
14							
15	Total						\$ 1,350,788

Part II: Calculation of Estimated
Coupling Administrative Fee

	Unit Months	1980 Federal 2 BR Per Market Rent	Product of Coupling Fee & Unit Months	Administrative Percent	Estimated Administrative Fee
16	2398	0	0	0	0
17	0			64.25	153,525
18	Total				\$ 153,525

Part III: Calculation of Estimated Hard-
to-Home Fee (Including
Waiting Certificate and
Waiting Voucher Only)

	Estimated Number of Families	Fee Per Family	Total Estimated Hard- to-Home Fee
19	0	0	0

Part IV: Calculation of Estimated
Preliminary Expenses

Administrative Expenses

	20. Administrative Expense	21. Estimated Benefit Contributions	22. Legal Expense	23. Travel Expense	24. Salary	25. Office Rent	26. Accounting and Auditing Fees	27. Total Administrative Expense

Non-Expendable
Equipment Expenses

	28. Office Equipment	29. Office Furniture	30. Automobile	31. Other	32. Total Non-Expendable Equipment Expenses

General Expenses

	33. Insurance and Coverage (How Expired Items Used)	34. Insurance	35. Salary	36. Total General Expense

Total Preliminary
Expenses

	37. Sum of Lines 27, 32, and 36	

Prepared by: [Name]

U.S. GOVERNMENT PRINTING OFFICE: 1985 504-254/2074

HHS-2075 (2-85)
HB 7420.7

HA Name:	Guttenberg
HA Number:	NJ036
AAF Area Used:	Jersey City
HA's BFF:	03/31/2003

Estimated Annual HAP for Vouchers (Line 16 of 52673 of Budget Under Review)	\$	1,360,788
Estimated Ongoing Air Fair Fees for Vouchers (Line 17 of 52673 of Budget Under Review)	\$	153,325
Estimated Hard-to-House Fees Required for Vouchers (Line 18 of 52673 of Budget Under Review)	\$	-
Estimated Annual IPA Audit Costs for Vouchers (Line 19 of 52673 of Budget Under Review)	\$	9,500
Any Est Fees Coordinator Costs, Housing Counseling, or Litigation Fees (If any) for Vouchers	\$	-
Est Special Fees or Preliminary Fees (Any) (Lines 20 - 23 of 52673 of V/O Budget Under Review)	\$	-

Specify Type:	\$	-
---------------	----	---

Requested Number of Units for Vouchers (Block 4 of 52972)	159
Requested Number of Unit Voucher for vouchers (Block 5 of 52972)	2,384

Contracted Voucher ABA or HABFY (FAS) for YEST Screen or BFY Under Review	\$	1,263,020
Contracted AGO Voucher Units for HA BFY (UDIS Report or Total of FSL Screens)		198
Simplex Restoration Funds (2000-2004) for VLS checks (ABA) (Contract) for HABFY Under Review	\$	

Latest Approved Budget: HAFY	03/31/2002
Budgets ABA for Certified Program (PAST or Line 13 of 52673)	\$ -
Budgets ABA for Voucher Program (PAST or Line 13 of 52673)	\$ -
Currently Approved: Psychiatric Services, Program (PAST or YEST Screens or Last approved 52663)	\$ 1,473,002
Currently Approved: Payments for Voucher Program (PAST or YEST Screens or Last approved 52663)	\$ -
Projected Respite Funds (8000 Series) for Certified (ABAT Screen) for H-A's Current Approval FY	\$ 1,454,278
Projected Respite Funds (8000 Series) for Vouchers (ABAT Screen) for H-A's Current Approval FY	\$ -

Latest Closed YES HA FYE	03/31/2001
Latest Closed YES HA FY Project Reserves (Line 31 of 52681)	\$ 211,810
Latest Closed YES HA FY Project Reserves for Vouchers (Line 31 of 52681)	\$ 137,900

Unloaded NSCIR/Recaptures for Carri (Settlement Results Tab of YEST Screen for Current & Future FY)	\$	(211,810)
Unloaded NSCIR/Recaptures for Maura (Settlement Results Tab of YEST Screen for Current & Future FY)	\$	168,665

6) Latest Unprocessed YEST (if last closed year is more than 2 years older than the budget being processed in Part 1, otherwise enter 0's)

Contracted ABA for Certificate Program (PAST or YEST) [BFY-2YRe] FYE	\$ -
Contracted ABA for Voucher Program (PAST or YEST) [BFY-2YRe] FYE	\$ -
Approved Payments for Certificate Program (PAST or YEST) [BFY-2YRe]	\$ -
Approved Payments for Voucher Program (PAST or YEST) [BFY-2YRe]	\$ -
Combined Contracted ABA for Cert Program (PAST or YEST) for 3 or more years, if any [BFY-3YRe+]	\$ -
Combined Contracted ABA for Vouch Program (PAST or YEST) for 3 or more years, if any [BFY-3YRe+]	\$ -
Combined Scheduled Pymts for Certificates (PAST or YEST) 3 or more years, if any [BFY-3YRe+]	\$ -
Combined Scheduled Pymts for Vouchers (PAST or YEST) 3 or more years, if any [BFY-3YRe+]	\$ -

7) Latest YES information entered into HUDCAP5: (whether closed or not, used to determine new PUC)

Latest YES FYE Entered in HUDCAP5	09/31/2001
Latest YES Contributions Required Ln 30 5258 for Certificate (Less FSS Costs & Prior Period Adjustments)	\$ -
Latest YES Contributions Required Ln 30 5258 for Vouch (Less FSS Costs & Prior Period Adjustments)	\$ 1,391,502
Latest YES Unit-Months Ln 11 5258 for Certificates	-
Latest YES Unit-Months Ln 11 5258 for Vouchers	2,296

HA Name:	Guttenberg
HA Number:	NJD36
HA FYE:	03/31/2003
AAF Area Used:	Jersey City

1,263,020

[illegible]

09/31/01

Certificates	Vouchers	Total
0	1,391,902	1,391,902
0	2,286	2,286

606.10

1.000
1.000
1.000
1.047
1.047

804.21

255,133

1,510.153

23

Analysis of Project Reserves for
Guttenberg
NJ038

		<u>Merged Program Total</u>
Beginning Project Reserves- FYE	3/31/01	\$ 348,010
Prorated Restoration Funds FYE	3/31/02	0
(Currently Approved BFY)		
Prorated Restoration Funds FYE	3/31/03	0
(BFY Under Review)		
Beginning Reserves + Prorated Restorations		349,018
Plus Budgeted ABA FYE	3/31/02	1,473,002
(Excluding 8200 Series from Currently Approved BFY)		
Less Scheduled Payments FYE	3/31/02	(1,454,279)
Plus/Less Unclosed NCSIR/Recaptures		(22,145)
Estimated Project Reserves- FYE	3/31/02	345,594

Estimated Required 2 Month Reserve Level	242,380
Estimated Required One Month Reserve Level	121,190
Do Sufficient Projected Project Reserves Exist for 1 Month's Use	YES
Maximum Amount of Reserves that May be Used Without Plan	121,190

Maximum Housing Choice VO Base Line Units	198
Budgeted Housing Choice VO Units	198
Potential Overleased Units	1
Maximum Housing Choice VO Base Line Unit Months Leased	2,376
Budgeted Housing Choice VO Unit Months Leased	2,388
Potential Overleased Units	12
Projected Leasing Percentage Based on Unit Months Leased	101%

Funds Required	1,517,613
Projected ABA	1,518,153
(Less Prorated Restoration)	
HA's Projected Use of Project Reserves (If positive, FA must determine if the HA is eligible to use)	None
Projected ABA Usage for Budgeted Fiscal Year	100%

Run Date: 03/18/2002 (HCY 123.02)

A750PP01

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 PIH SECTION 8 - HOUSING AUTHORITY ANNUAL PAYMENT SCHEDULE
 FOR GUTTENBERG HOUSING AUTHORITY
 BY HA FISCAL YEAR, HOUSING AUTHORITY, AND PROGRAM TYPE

FIELD OFFICE:
 2FPH OFFICE OF PUBLIC HOUSING

HA FISCAL YEAR-END: 03/31
 PAYMENT SCHEDULE HA FISCAL YEAR: 2003
 SCHEDULE REVISION NUMBER: 000

HA NUMBER: NJ036
 GUTTENBERG HOUSING AUTHORITY
 6500 BROADWAY STREET

GUTTENBERG, NJ 070933311

PROGRAM TYPE: VOUCHER PROGRAM

APPROVED BUDGET AMOUNT: 1,517,613

PAYMENT DATE	PAYMENT TYPE DESCRIPTION	SCHEDULE AMT	HOLDBACK AMOUNT	RELEASE AMOUNT	OFFSET AMOUNT	PAYMENT AMOUNT	PAYMENT STATUS
04/01/2002	SCHEDULED PAYMENT	126,465	0	0	0	126,465	PD
05/01/2002	SCHEDULED PAYMENT	126,468	0	0	0	126,468	SC
06/01/2002	SCHEDULED PAYMENT	126,468	0	0	0	126,468	SC
07/01/2002	SCHEDULED PAYMENT	126,468	0	0	0	126,468	SC
08/01/2002	SCHEDULED PAYMENT	126,468	0	0	0	126,468	SC
09/01/2002	SCHEDULED PAYMENT	126,468	0	0	0	126,468	SC
10/01/2002	SCHEDULED PAYMENT	126,468	0	0	0	126,468	SC
11/01/2002	SCHEDULED PAYMENT	126,468	0	0	0	126,468	SC
12/01/2002	SCHEDULED PAYMENT	126,468	0	0	0	126,468	SC
01/01/2003	SCHEDULED PAYMENT	126,468	0	0	0	126,468	SC
02/01/2003	SCHEDULED PAYMENT	126,468	0	0	0	126,468	SC
03/01/2003	SCHEDULED PAYMENT	126,468	0	0	0	126,468	SC
		1,517,613	0	0	0	1,517,613	

PAYMENT STATUS KEY:
 PD-PAID
 CN-CANCELED PAYMENT
 SC-SCHEDULED PAYMENT

**GUTTENBERG HOUSING AUTHORITY
ADMISSIONS & OCCUPANCY POLICY
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**Admissions and Occupancy Policy Governing HUD-Aided Low Rent Public
Housing Operated by the Housing Authority of the Town of Guttenberg**

**1. ELIGIBILITY FOR ADMISSION AND
PROCESSING OF APPLICATIONS**

A. Nondiscrimination

(1) It is the policy of the Guttenberg Housing Authority (hereafter the GHA) to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. (Required 24 CFR 960.203)

(2) The GHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the GHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. (Required, 24 CFR *100.5*)

(3) The GHA shall not, on account of race, color, sex, religion, familial status, disability, or national origin:

- (a) Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (b) Provide housing which is different from that provided others;
- (c) Subject a person to segregation or disparate treatment;
- (d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- (e) Treat a person differently in determining eligibility or other requirements for admission;
- (f) Deny a person access to the same level of services; or
- (g) Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

(4) The GHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine. (24 CFR 960.205)

Under certain very specific conditions described in the Housing and Community Development Act of 1992, the GHA is permitted to designate occupancy of certain developments for older persons (including elderly people with disabilities).

(5) The GHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988 the GHA will make structural modifications to its housing and non-housing facilities (24 CFR 8.21, 8.23, 8.24, and 8.25) make reasonable accommodations (24 CFR 100.204), or combinations of the two, to permit people with disabilities to take full advantage of the housing program.

In making reasonable accommodations or structural modifications for otherwise qualified persons with disabilities, the GHA is not required to:

(1) In an existing housing program, make each of its existing facilities accessible 24 CFR 8.24 (a) (1)1; or make structural alterations when other methods can be demonstrated to achieve the same effect; 24 CFR 8.24 (b)

(2) Make structural alterations that require the removal or altering of a load-bearing structural member 24 CFR 8.32

(3) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; 24 CFR 8.26

(4) Take any action that would result in a fundamental alteration in the nature of the program; 24 CFR 8.24 (a) (2)

(5) Take any action that would result in an undue financial and administrative burden on the Authority. 24 CFR 8.24 (a) (2)

(6) The GHA will not permit these policies to be subverted to do personal or political favors Accepting an applicant from a lower waiting list position before one in a higher position violates policy, federal law, and the civil rights of the other families on the waiting list. 24 CFR 906.204 (a)(3)(ii)

B. Accessibility and Plain Language

(1) Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms and so on must be available for use by residents with a full range of disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made so, subject to the undue financial and administrative burden test. 24 CFR 8.20 and 8.21 Except for 36-1 (It would be impossible)

(2) Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments 24 CFR 8.6. Equally

important, the documents should be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. If required by local law, documents may have to be translated into languages other than English.

(3) Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but offering examples will help applicants and residents understand the issues involved. In writing materials to be used by applicants and residents, the GHA staff must keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicants ability to read or understand - so rules and benefits may have to be explained verbally - perhaps more than once. 24 CFR § 8.6.

(4) At the point of initial contact the GHA staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials. 24 CFR 8.6.

(5) Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. The GHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired 24 CFR 8.61) because the Fair Housing law makes no such requirement (although, in some, localities, State or local law might do so).

(6) At a minimum the GHA will prepare the following information in plain language accessible formats:

- Marketing and informational materials
- Information about the application process
- The application form
- All form letters, notices, to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules (if any)
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

C. Marketing

(1) It is the policy of the GHA to conduct outreach as needed to maintain an adequate application pool representative of the eligible population the area. Outreach efforts will take into consideration the level of vacancy in the GHA's units, availability of units

through turnover, and waiting list characteristics. The GHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. (Not a HUD requirement, the GHA option, best practice)

(2) Marketing and informational materials will be subject to the following:

(a) All marketing materials must comply with Fair Housing Act requirements with respect to wording, logo, size of type, etc. 24 CFR 109.30(a);

(b) Marketing should describe the housing units, application process, waiting list and preference structure accurately;

(c) Marketing should be “plain language” and should use more than strictly English-language print media.

(d) An effort should be made to target all agencies that serve and advocate for potentially qualified applicants (e.g. the disabled, to ensure that accessible adaptable units are used by people who can best take advantage of their features).

(e) Marketing materials should make clear who is eligible: individuals and families, people with both physical and mental disabilities.

(f) The GHA’s responsibility to provide reasonable accommodations to people with disabilities should be made clear.

D. Waiting List Management

It is the policy of the GHA to administer its waiting list as required by the regulations. 24 CFR 912, 913, 945, 960.201 through 960.215.

(1) Organization of the Waiting List

It is the GHA’s policy that each applicant shall be assigned his/her appropriate in a single Public Housing Application Pool. Placement on the various sub-lists shall be based upon date and time the application is received, suitable type or size of unit, and factors affecting preference or priority. Preference and priority factors are established in this policy in accordance with HUD regulations and are consistent with the objectives of Titles VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968 and the HUD regulations and requirements pursuant thereto. 24 CFR 1.4 (b) (2) (ii) and 100; 24

CFR 912.3,945.303,960.211, and 960.401

(2) Opening and Closing Waiting Lists

(a) The GHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The GHA may open or close the list by Federal, ranking, or local preference category. See below 24 CFR 960.211.

(b) The GHA will update the waiting list at least once a year by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by telephone or mail. (Not a HUD requirement, the GHA optional best

practice) At the time of initial intake, the GHA will advise families of their responsibility to notify the GHA when mailing address or phone numbers change.

(c) If the GHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, the GHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit 24 CFR 960.211c.

(d) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a Federal Preference, and the ability of the GHA to house an applicant in an appropriate unit within a reasonable period of time 24 CFR 960.211C. A decision to close the waiting the GHA's, restricting intake, or opening the waiting lists will be publicly announced.

(e) During the period when the waiting list is closed, the GHA will maintain a list of individuals who wish to be notified when the waiting list is reopened. (Not a HUD requirement, the GHA option) The GHA will notify those on the list by letter.

(3) Waiting Lists and the Federal Preferences

(a) During periods when the GHA is not accepting new applications, the GHA will place an applicant on the waiting list if the applicant is otherwise eligible for assistance AND claims that he/she qualifies for a Federal Preference. 24 CFR 960.207.

(b) EXCEPT the GHA may refuse to place such a Federal Preference applicant if the following are true:

(i) There is an adequate pool of applicants already on the waiting list who are likely to qualify for a Federal Preference; and See 24 CFR 960.207 (b) (1)1

(ii) It is unlikely that under the GHA's system for applying the Federal Preferences that the family making the application could qualify for assistance ahead of other applicants already on the waiting list. See 24 CFR 960.207 (b) (2).

(c) The determination in (b) above is based on the Federal Preference system described in these policies, the preference or preferences claimed by applicants already on the waiting list, and the preference or preferences claimed by the applicant seeking placement on the waiting list.

(4) Determining if the Waiting List may be Closed

Pursuant to the above conditions, the GHA Board of Commissioners shall approve closure of the Waiting List. Announcements shall be posted at the GHA Administrative Office.

(5) Change in Preference Status While on the Waiting List

(a) Occasionally families on the waiting list who did not qualify for a Federal Preference at the time of application intake will experience a change in circumstances that qualifies them for federal Preference. In such instances, it will be the family's duty to contact the GHA so that their status may be recertified or, depending on application processing status, revived.

(b) To the extent that the GHA determines that the family does now qualify for a Federal Preference, they will be moved up on the waiting list in accordance with their Federal Preference(s), any local or ranking preference(s), and their date and time of application. 24 CFR 960.212 C(2). They will then be informed in writing of how the change in status has affected their place on the waiting list.

(6) Removal of Applications from the Waiting List

(a) Applicants shall be removed from the waiting list if they are determined to be ineligible for assistance (i.e. over-income, criminal record, ineligible alien, etc.).

(b) Applicants who fail to respond to at least two GHA letters and otherwise fail to express continued interest shall be removed from the List.

(c) Inactive Applications shall be retained by the GHA for a period of five years.

(d) Once an Applicant is removed from the Waiting List, the Applicant will be required to reapply and shall be assigned a new application date.

E. Qualification for Admission

(1) It is the GHA's policy to admit only qualified applicants.

(2) An applicant is qualified if he or she meets all of the following criteria:

(a) Is a family as defined in Section 9, Definition 19, of this policy;

(b) Heads a household where all members of the household are citizens or eligible noncitizens; 24 CFR 200, and 912.5 through 912.14

(c) Has an Annual Income at the time of admission that does not exceed the Very Low Income Limits for occupancy established by the Department of Housing and Urban Development, and posted in the GHA offices.

(d) Provides a Social Security number for all family members, age 6 or older, or can document and certify that they do not have Social Security numbers; 24CFR 913.109

(e) Meets or exceeds the Applicant Selection Criteria set forth in Section 1.H. of these policies, including attending and successfully completing a the GHA-approved pre-occupancy class; 24 CFR 960.205

(3) The Housing Authority shall deny admission to any person, or any family which includes a person who the Housing Authority has determined is illegally using a controlled substance, or where the Housing Authority has reasonable cause to believe that such person's illegal use (or pattern of illegal use) of a controlled substance or abuse (or

pattern of abuse) of alcohol may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents of the project.

For purposes of this section, the Housing Authority may rely on evidence such as, but not limited, to arrest or conviction records, reports from probations officer, social agency, the family itself; and witnesses including but not limited to neighbors, former landlords, employers or co-workers.

In determining whether to deny assistance to any person under this Section, the Housing Authority may consider whether such person:

- (a) has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable)
- (b) has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable); or
- (c) is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable)

F. Processing Applications

(1) Interviews and Verification Process

- (a) As families approach the top of the waiting list, the following items will be verified:
 - (i) Family composition and type (Elderly/nonelderly)
 - (ii) Annual Income
 - (iii) Assets and Asset Income
 - (iv) Allowance Information
 - (v) Federal Preferences
 - (vi) Social Security Numbers of all Family
 - (vii) Information Used in Applicant Screening
 - (viii) Citizenship or eligible immigration status
- (b) The GHA's shall obtain written third party verification to substantiate applicant or resident claims.. Applicants must cooperate fully in obtaining or providing the necessary verifications.
- (c) Verification of citizenship or eligible immigration status shall be carried out pursuant to 24 CFR 912.8 using the Immigration and Naturalization Service's (INS) SAVE system and, if needed, a manual search of INS records.

(2) Applicants Reporting Zero Income

Applicants reporting zero income will be asked to complete a family expense form. This form will be the first form completed in the interview process. The form will ask residents to estimate how much they spend on: food, beverages, transportation, health care, child care, debts, household items, etc.

It will also ask applicants about the status of any application or benefits through AFDC or other similar programs. (If a “zero income family is admitted quarterly redeterminations of income will be performed. See Section 3. C, Periodic Reexaminations , of this policy.) (Not a HUD requirement, the GHA option, best practice)

(3) Records

The GHA’s records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; the determination by the GHA as to eligibility or ineligibility of the applicant; when eligible, the unit size for which eligible, the preference rating, if any, and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

G. The Preference System

It is the GHA's policy that a preference does not guarantee admission. Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet the GHA's Resident Selection Criteria (described later in this policy) before being offered a unit. Preferences will be granted to applicants who are otherwise qualified and who, at the time they are certified for admission meet the definitions of the preferences described below.

1. General Guidelines

(a) Applicants will be selected based on Federal preferences and ranking preferences.

(b) The GHA will also offer units to existing residents on the transfer list. Some types of transfers are processed ahead of new admissions (e.g. emergencies) and some types of transfers are processed with new admissions using a ratio determined by the GHA. (See Section 2. E. of this policy for processing of transfers with new admissions.)

(c) If there are no applicants on the waiting list(s) that qualify for the Federal Preferences or local preferences, otherwise eligible non-preference families will be selected.

(d) The GHA will not hold units vacant for prospective applicants with Federal preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with either Federal or ranking preferences.

(2) Family vs. Unit Characteristics

(a) Factors other than preferences that affect the selection of applicants from the waiting list 24 CFR 960.211 (b)(1). Before applying its preference system, the GHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, or units in housing designated for the elderly or disabled, limit the admission of families to those households whose characteristics “match” the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with federal or local preferences e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool.

(b) Factors other than the preference system that affect applicant selection for unit offers are described below:

(a) When selecting a family for a unit with accessible features, the GHA will give a preference to families that include persons with disabilities who can benefit from the unit's features.

(b) If no family can be found for a unit with accessible features, the GHA will house a family not needing the unit features subject to the procedures described in the Tenant Selection and Assignment Plan, described later in this policy. Under this policy a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

(c) Mixed population Units - In accordance with the 1992 Housing Act elderly families whose head, spouse or sole member is at least 62 years of age and disabled families, a family whose head, spouse, or sole member is a person with disabilities, will receive equal preference for admission to such units. No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. 24 CFR 945.105 and 960.401, 960.403, 960.405, 960.407 and 24 CFR 945.407.

(d) When selecting a single person for a unit in a mixed population housing, elderly or disabled single persons have preference over singles who are neither elderly nor disabled. 24 CFR 960.407

- (e) When there are insufficient elderly families on the waiting list, near-elderly families (head or spouse ages 50 to 61) will receive a preference for this type of unit. Elderly tenants residing in the family units shall offered a transfer before admission of the near elderly.

(3) Exceptions to Preferences

The GHA will not give a federal, local, or ranking preference to an applicant if any member of the applicant family is a person evicted during the past three years because of drug-related criminal activity from housing assisted under the 1937 Housing Act. Required by 24 CFR 960.211 (b) (3), The GHA may give an admission's preference in any of the following cases:

- (a) If the GHA determines that the evicted person has successfully completed a rehabilitation program approved by the GHA;
- (b) If the GHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
- (c) If the GHA determines that the evicted person no longer participates in any drug-related criminal activity.

(4) Administration of the Preferences

- (a) The GHA requires applicant certification to their qualification for a Federal and local preference at the time of initial application.
- (b) At the time of initial application, the GHA will use a preference checklist or other form to obtain the family's certification that it qualifies for a Federal or local preference. At the initial application interview the family will be advised to notify the GHA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and are certified or verified as qualifying for a Federal or ranking preference will be placed on the waiting list in the Federal or ranking preference applicant pool.
- (d) Families that do not qualify for a Federal, ranking, or local preference at the time of application will be notified in writing and advised of their right to an informal meeting as described below.
- (e) Applicants that certify to a Federal or local preference at the time of initial application must be able to verify their preference status prior to the offer of unit. Applicants that cannot verify current preference status will lose their preference qualification and their standing on the waiting list.

(f) Families that lose their original Federal, ranking, or local preference, but still qualify for another Federal, ranking, or local preference, will be placed on the waiting list in accordance with their current preference status. Families that cannot qualify for any of the Federal or local preferences will be moved into a non-preference category, in a lower position on the waiting list based on date and time of application.

(5) Notice and Opportunity for a Meeting 24 CFR 960.211(e)

(a) The GHA will provide a written notice of determination in those cases where an applicant does not meet the criteria for receiving a Federal or local preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with the GHA's designee to review the determination.

(b) If the applicant requests the meeting, the GHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate. A written summary of this meeting shall be made and retained in the applicant's file.

(c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, religion, national origin, age, disability, or familial status has contributed to the GHA's decision to deny the preference.

H. Applicant Selection Criteria

It is the GHA's policy that all applicants should be screened in accordance with HUD regulations (24 CFR Part 960) and sound management practices. During screening the GHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below.

(1) All applicants must demonstrate through an assessment of current and past behavior the ability:

- (a) To pay rent and other charges as required by the lease in a timely manner;
- (b) to care for and avoid damaging the unit and common areas;
- (c) to use facilities and equipment in a reasonable way;
- (d) to create no health, or safety hazards, and to report maintenance needs;

- (e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - (f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity on or near the GHA premises;
 - (g) to comply with necessary and reasonable rules and program requirements of HUD and the GHA; and,
 - (h) to comply with health and safety codes.
- (2) Procedures
- (a) The GHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. 24 CFR 960... 206(a) &(b)
 - (b) The GHA will complete a credit check and a rental history. check on all applicants. (Not a HUD requirement. the GHA option, best practice)
 - (c) Payment of funds owed to the GHA is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. The GHA will consider any past balances owed the GHA by the applicant for any program that the GHA operates. The GHA expects these balances to be paid in full (either in a lump sum or over time) before initiating the full screening process. The GHA will not admit families who owe back balances. (See 960.205 (b)(1) (Not a specific HUD requirement. the GHA option, best practice)
 - (d) The GHA will complete a criminal background check on all applicants including other adult members in the household or any member for which criminal records are available. 24 CFR 960.205 (b)(3) The cost of criminal background checks shall be paid for by the applicant.
 - i) - A record of disturbance of neighbors (disturbances sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors. 24 CFR 960.205 (b) (2)
 - (ii)- Any history of criminal activity on the part of all applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would

adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. 24 CFR 960.205 (b) (3) and the Anti-Drug Act of 1988)

(e) The GHA will complete a home visit on all applicants. (Not a HUD requirement. the GHA option, best practice) Housekeeping inspections are part the home visit. Housekeeping criteria shall include, but not be limited to:

- (i) Conditions in living room, kitchen (food preparation and clean-up), bathroom & bedrooms
- (ii) Conditions of entrance-ways, halls, and yard
- (iii) Cleanliness in each room
- (iv) General care of furniture, appliances, fixtures, windows, doors and cabinets

(f) Applicants must be able to demonstrate the ability and willingness to comply with the terms of the GHA's lease, either alone or with assistance which they can demonstrate that they have or will have at the time of admission. (24 CFR 8.2 Definition: Qualified Individual with Handicaps) Availability of assistance is subject to verification by the GHA.

(3) Misrepresentations

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection. 24 CFR § 913.109 (b) & § 760.3

(4) Mitigating Circumstances

(a) If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into the GHA's screening assessment of the applicant, mitigating circumstances must be verifiable. 24 CFR 960.205(d)

(b) Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, would indicate both:

(1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, AND applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances may overcome or outweigh information already gathered in the screening process.

(c) If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the GHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. The GHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

(d) Examples of mitigating circumstances might include: 24 CFR 960.205

(i) Evidence of successful rehabilitation;

(ii) Evidence of the applicant family's participation in social service or other appropriate counseling service.

(iii) Evidence of successful and sustained modification of previous disqualifying behavior.

(e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. The GHA will consider such circumstances in light of: the applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

(i) the applicant's overall performance with respect to all the screening requirements; and,

(ii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

5. Qualified and Unqualified Applicants

(a) Verified information will be analyzed and a determination made with respect to:

Eligibility of the applicant as a family; See 24 CFR 912.2

(ii) Eligibility of the applicant with respect to income limits for admission; See 24 CFR 913.104 & **105**

(iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; 24 CFR 912.4(b)

(iv) Unit size required for the family;

(v) Preference category (if any) to which the family is entitled; 24 CFR 960.211

(iv) Qualification of the applicant with respect to the Applicant Selection Criteria. See 24 CFR 960.205

(b) Families determined to be qualified will be notified by the GHA of the approximate date of occupancy insofar as that date can be reasonably determined. 24 CFR 960.207 (b)

(c) Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and the GHA procedures. 24 CFR 912.9

(d) The GHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the GHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the GHA, such as turnover rates, and market demands as they affect bedroom sizes and project location. See 24 CFR 960.207 (b)

(e) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from the GHA, stating the basis for such determination. The GHA shall provide such applicants with an opportunity for informal review of the determination as described in Informal Review of Rejected Applications. The informal review for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. 24 CFR 960.207(a)

(f) Applicants who are known to have a disability or handicap and have been determined eligible but who fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures. (Not a HUD requirement, the GHA option, best practice).

I. Pre-Occupancy Orientation

Attendance at a pre-occupancy orientation program will be a requirement of admission. The GHA orientation will include topics such as:

- rights and responsibilities of the GHA and the resident;
- how rent is calculated;
- security issues;

- recertification requirements;
- the lease;
- the move-in inspection;
- care of the unit and how to request maintenance;
- reasonable accommodations for persons with disabilities
- services available in or near the development;
- the resident association;
- how to conserve utilities and read a utility bill; family budgeting.

J. Occupancy Guidelines

(1) It is the GHA's policy that units should be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear or under utilization.

(2) The following general unit maximum and minimum number of persons per unit will govern the assignment of a family of a given size and composition. These are only guidelines and the maximums may be exceeded at the request of the family, or because of the square footage of a specific unit:

Occupancy Guidelines Chart

Number of Bedrooms	Mm Persons/Unit	Max Persons/Unit
1BR	1	2
2BR	2	4
3BR	3	6

(3) Exceptions to the maximum standards may be made in case of reasonable accommodations for a person with disabilities, emergencies, and at the discretion of the Executive Director or designee. Further, the GHA has the right to permit families exceeding the maximums shown above to occupy units when the family requests such occupancy, and when the GHA determines that the unit in question is large enough.

(4) In order to determine if a family's request to exceed the unit maximums is reasonable, the GHA will use the applicable code standard for occupancy. If no such code exists or the GHA has reason to believe that the local code standard may be discriminatory, then the BOCA housing code standard will be used.

(5) Families may choose to be placed on the waiting list for a unit one bedroom size smaller than that designated on the chart. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

(6) Families will not be placed on the waiting list for a larger unit unless there is a verifiable medical reason or reasonable accommodation that requires that the family be placed in a larger size unit.

(7) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In assigning a unit the GHA will also consider a child who is temporarily away from the home because of placement in foster care or kinship care.

(8) Dwelling units will be so assigned that:

(a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom. Exceptions may be made for infants and young children or at the request of the family.

(b) For verified reasons of health (disability, addition of a live-in aide, need for medical equipment, etc.), a separate bedroom may be provided for an individual family member.

(c) Two children of the opposite sex will not be required to share a bedroom except at the request of the family.

(d) The living room will not be used as a bedroom except at the request of the family.

(e) A single head of household parent shall not be required (but may choose) to share a bedroom with his/her children. (Not a HUD requirement, the GUTTENBERG HOUSING AUTHORITY option)

(9) The above options will be discussed with each applicant family. Families will also be updated as to the status and movement of the various waiting lists and sublists maintained by the GHA. Families shall be asked to declare in writing the waiting list on which they wish to be placed. If a family opts for a smaller unit size than would normally be assigned under the above standards (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change. (Not a HUD requirement, the GHA Option)

2. TENANT ASSIGNMENT PLAN

A. ASSIGNMENT PLAN

The plan for assignment of dwelling units is to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, national origin.

FAMILY AND ELDERLY (JPMT, CT, and GG , HGKT.)

Each qualified applicant first in sequence on the waiting list is made one offer of a unit of appropriate size. The applicant must accept the vacancy offered or be dropped to the bottom of qualified applicant list. After the third refusal the applicant will be taken off qualified applicant list, losing any applicable Federal or Local preferences. 24 CFR ; 1.4 (b)(2)(ii)&(iii)

B. Procedures

(1) The applicant will be notified in writing of the offer of a unit and must accept the vacancy offered within 3 working days of the date the offer is communicated or, be dropped from the qualified applicant list. (See good cause discussion below.)

(2) If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the GHA clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped from the list. 24 CFR 1.4 (b)(2)(ii) & (iii), Examples of good cause reasons for the refusal of an offer of housing include, but are not limited to:

(a) The family demonstrates to the GHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone are not good cause.

(b) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members or live-in aide (each as listed on final application) necessary to the care of the principal household member;

(c)The unit is inappropriate for the applicant's disabilities.

(5) The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified to the

GHA's satisfaction, the refusal of the offer shall not require that the applicant be dropped from the waiting list or otherwise affect the family's position on the waiting list. 24 CFR 85.42

- (6) The GHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

C. Occupancy of Dwelling Units with Accessible or Adaptable Features

See: 24 CFR 8.27 (a) (1) (2) and (b).

- (1) Before offering a vacant accessible unit to a non-disabled applicant, the GHA will offer such units:

- (a) First, to a current occupant of another unit of the same development, or other public housing developments under the GHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).

- (b) Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

- (2) when offering an accessible/adaptable unit to a non-disabled applicant, the GHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.

D. Leasing and Occupancy of Dwelling Units

It is the GHA's policy that all units must be occupied pursuant to a lease that complies with HUD's regulations (24 CFR Part 966).

- (1) Applicant folders will be processed centrally. Initial intake, waiting list management, screening, and offers of housing (including transfers) will be made at central office. Offers shall be made in person and in writing. (Not a HUD requirement, the GHA option)
- (2) When offering units the GHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with the GHA's housing sites. If the offer of a unit is preliminary accepted by the applicant, the manager of the property will be advised of the offer and will contact the applicant to set up a date to show the unit. (Not a HUD requirement, the GHA option)

(3) Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, the reason for refusal must be obtained in writing from the applicant. The applicant must sign the refusal form. The form is then sent to central office for a "good cause" determination. No applicant will be expected to sign a lease for a unit that is not ready for occupancy. (Not a HUD requirement, the GHA option, but see 966.4 (i))

(4) Managers will only show and lease units of the appropriate size. If an exception to the GHA's occupancy standards is approved for the applicant this information will be noted on the leasing packet sent to the manager. (Not a HUD requirement, the GHA option)

(5) Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed centrally. Managers shall work with central office to forward necessary information and coordinate this activity with the applicant or resident family. Managers shall not lease units to families whose occupancy will create an over or under-housed situation. (Overhoused, family is too small for the unit; underhoused, family is too large for unit.) (Not a HUD requirement, the GHA option)

(6) The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by the Executive Director or other authorized representative of the GHA, prior to actual admission. (24 CFR 966.4 (P)) All inhabitants, regardless of age shall be listed in the Lease.

(7) If a resident transfers from one GHA unit to another, a new lease will be executed for the dwelling into which the family moves. 24 CFR 966.4 (c)(3)

(8) If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

- (a) A new lease agreement will be executed, or
- (b) A Notice of Rent Adjustment will be executed, or
- (c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Housing Authority. 24 CFR 966.4 (o)

(9) Only those persons listed on the most recent certification form shall be permitted to occupy a dwelling unit. 24 CFR 960.209 (b) and 966.4 9 (a) (2) Except for natural births to family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. 24 CFR 966.4 (f)(3) & (c)(2).

(10) Additions to the household - Following receipt of a family's request for approval, the GHA will conduct a pre-admission screening of the proposed new member. Only new members approved by the GHA following the screening process will be added to the household. The results of screening shall be used to determine whether or not to admit the new member. Children born to a family member, children under the age below which Juvenile Justice records are not made available who are adopted by a family member or who are added through a kinship care arrangement are exempt from the pre-admission screening process.

Additional household members shall not be added to the household if the addition would create overcrowding. However, the Housing Authority shall consider the circumstances of each case. The HA may permit temporary guests as necessary to prevent homelessness. Temporary guests shall not be added to the lease and no additional rent shall be collected. Temporary guests must use best efforts to find housing and shall not be permitted to remain in the unit for more than 30 days. The time limit may be extended at the discretion of the HA.

Temporary guests shall not be permitted to apply for a transfer.

If additional household members meet the screening criteria and do not create overcrowding, they shall be placed on the lease. Any income shall be considered for rent determination purposes.

The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders. (Not a HUD requirement, the GHA option, best practice)

(11) Examples of situations where the addition of a family member is subject to screening are: (Not a HUD requirement, the GHA option, best practice)

(a) Resident plans to be married and files a request to add the new spouse to the lease;

(b) Resident is awarded custody of a child over the age for which juvenile justice records are available;

(c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child/children).

(d) A unit is occupied by a remaining family member(s) under age 18 (and not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

(12) Residents who fail to notify the GHA of additions to the household are in violation of the lease. Residents who permit persons to join the household without undergoing screening are also in violation of the lease. Such persons will be considered unauthorized occupants by the GHA and the entire household will be subject to eviction. 24 CFR 966.4 (f)(3).

(13) Family members over age 18 who move from the dwelling unit to establish new households shall be removed from the lease. 24 CFR 966.4 (f)(3). The resident has the responsibility to report the move-out within 30 calendar days of its occurrence.

(14) Overnight visitors may be permitted in a dwelling unit, provided they are reported to the Manager within 72 hours of their arrival or prior thereto.

(15) Resident will not be given permission to allow a former resident of the GHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease. (Not a HUD requirement, the GHA option)

(16) Residents must advise the GHA if they will be absent from the unit for more than 7 days. Residents are required to notify the manager and make arrangement to secure the unit and provide a means for the GHA to contact the resident in the event of an emergency. Failure to advise the GHA of extended absence is grounds for termination of the lease. (Not a HUD requirement, the GHA option)

(17) Live-in aides must demonstrate that they have the appropriate skills to provide proper care for the tenant.

E. Resident Transfers

(1) It is the GHA's policy that transfers will be made without regard to race, sex, sexual orientation, color, religion, national origin, or familial status. Residents can be transferred to accommodate a disability. (Required, 24 CFR **100.5**.)

(2) Transfers shall be made within and/or between projects to correct occupancy standards, Transfers shall be made on a chronological basis from the date of the transfer request or the date the Housing Authority determines that the family is not in an appropriate sized unit.

The following priorities shall be considered along with the ratio to new admissions:

1) Emergencies related to health and safety

An emergency is defined as a condition which creates an immediate threat to tenant health and safety or a condition in which tenant mobility would be severely restricted. Emergency transfers shall get priority over new admissions.

2) Overhoused families

Overhoused families shall be transferred prior to the admission of applicants from the waiting list.

3) Overcrowded families [Ratio - 1 transfer to every 1 new admissions]

(3) If a tenant refuses a unit offered, their name shall be moved to the bottom of the transfer list and the date of the transfer application is changed to the date of the refusal.

(4) If the tenant presents to the satisfaction of the Authority clear evidence that acceptance of the unit offered will result in undue hardship not related to considerations of race, color, or national origin, refusal of such offer shall not be considered failure to accept the unit offered.

(5) Tenants in oversized units that refuse a transfer without good cause will be referred for legal action to enforce compliance with the terms of the Dwelling Lease.

(6) In order to be considered for a transfer, the tenant family must be in compliance with the terms and conditions of the Dwelling Lease. This shall include- full payment of rent and other charges- proper maintenance of apartment- and has not caused disturbances within the previous 6 month period.

(7) Residents in an over/under housed status will be advised in their 30 day "Notice of Result of Re-examination" that a transfer is recommended and that the family has been placed on the transfer list. Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.

(8) When a head of a household, originally housed in a bedroom by him/herself, has a child, that child shall remain in the parent's bedroom until it is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and in the GHA's opinion the unit is large enough to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, the GHA's prior approval of additions to the household is required.)

(9) Families shall not be split into two households. Entire families shall be transferred to an appropriate size unit. The family may be split into two households only in cases where the Authority does not have and will not have a unit large enough to accommodate the family.

(10) Without a determination of exception the following policy applies to transfers:

(i) If back rent is owed the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.

(ii) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

(11) Cost of transfers - Residents shall bear the cost of transfers to correct occupancy standards, however, where there is a hardship due to health, disability, or other factors, (the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer). Transfers requested or required by the GHA will be paid for by the GHA.

3. ELIGIBILITY FOR CONTINUED OCCUPANCY. **ANNUAL RE-EXAMINATION AND REMAINING** **FAMILYMEMBERS**

A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

(1) Qualify as a family as defined in Section 9 of this policy. (Note: For purpose of continued occupancy remaining family members qualify as family. Remaining family members can also include court ordered emancipated minors under the age of 18.)

(2) Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.

(3) whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.

(4) who are citizens or have eligible immigration status. Every member of a resident family must submit either evidence of citizenship or eligible immigration status as required by 24 CFR 912.6.

B. Remaining Family Members and Prior Debt

(Not a HUD requirement, the GHA option)

(1) As a party to the lease, remaining family members (other than the head or spouse) 18 years of age or older will be responsible for arrearages incurred by the former head or spouse. the GHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.

(2) Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

C. Periodic Re-examination.

(1) Regular re-examinations. The GHA shall, at least once a year, re-examine the incomes of all resident families. 24 CFR 960.209 (a)

(2) Special Re-examinations. when it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 90 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special re-examination(s). Special re-examination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a lease holder. (Not a HUD requirement, the GUTTENBERG HOUSING AUTHORITY option)

(3) Persons reporting zero income will have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expenses form. This form will be the first form completed in the annual re-examination process. The form will ask residents to estimate how much they spend on: food, beverage, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items (Not a HUD requirement, the GUTTENBERG HOUSING AUTHORITY option best practice)

(4) Re-examination Procedures

(a) At the time of re-examination, the head of the household will be required to sign a Lease application for continued occupancy and other forms required by HUD.

- (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder 24CFR 960.2061.
 - (c) Verified information will be analyzed and a determination made with respect to:
 - (i) Eligibility of the resident as a family or as the remaining member of a family;
 - (ii) Unit size required for the family;
 - (iii) Rent the family should pay
 - (d) Income shall be computed in accordance with the definitions and procedures set forth in this policy and prescribed by HUD 24CFR 9131.
 - (e) Families failing to respond to the initial re-examination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease 24 CFR 966.4 (c) (2).
- (5) Action Following Re-examination
- (a) If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued. 24 CFR 966.4 (c)&(o).
 - (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described earlier in this policy and moved to an appropriate unit when one becomes available. 24 CFR 966.4 (c)(3).
 - (c) The GHA shall not commence eviction proceedings, or refuse to renew a lease, based upon the income of the resident family unless (1) it has identified, for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding thirty percent (30%) of income as defined by the Authority for the purpose of determining rents; or (2) it is required to do so by local law. Pending their removal from the project, such families are to be charged rents calculated in accordance with the formula for Total Tenant Payment described in Section VII of these policies. 24CFR 960.2101.

4. INTERIM RENT ADJUSTMENTS:

A. Rent Adjustments

(1) Residents must report all changes in family composition, status, or income to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent charge (Not a HUD requirement, the GHA option best practice)

(2) Not all changes in family income between reexaminations will result in a rent change. The GHA will defer rent increases until the next regular reexaminations for the following circumstances:

(a) Increase in earned income due to the employment of a current household member.

(b) Increase in income because a person with income (from any source) joins the household (with GHA prior approval).

(3) Residents that take work to obtain the deferral of income and quit work to avoid being employed at the next regular reexamination will be considered as misrepresenting the facts and subject to retroactive increases as described in below. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.(Not a HUD requirement, the GHA option, best practice)

(4) The GHA will process an interim adjustment in rent if it is found that the resident at an annual or interim re-examination has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that he/she should have been charged. The GHA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. (Not a HUD requirement, the GHA option, best practice)

(5) Complete justification and verification of the circumstances applicable to rent adjustments must be documented by the resident. 24 CFR 960.2061

(6) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.(Proper documentation required)

(7) Residents granted a reduction in rent under these provisions may be required to report for special re-examinations at intervals determined by the Housing Manager. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled re-examination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder. (Not a HUD requirement, the GHA option best practice)

B. Effective Date of Adjustments

(1) Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment. (Not a HUD requirement, the GHA option best practice)

(2) Rent decreases go into effect the first of the month following the reported change, provided the change in income or circumstances was reported within the month in which it occurred.

(3) Rent increases (except those due to misrepresentation) require 30 days notice.

C. Failure to Report Accurate Information

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate Information is also grounds for initiating eviction proceedings in accordance with the GHA's dwelling lease. 24 CFR 966.4 (c)(2)

5. LEASE TERMINATION PROCEDURES

It is the GUTTENBERG HOUSING AUTHORITY policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations 24CFR966.4 (0) (2) and the lease terms.

A. Notice Requirements

- (1) No residents shall be given a Notice of Lease Termination (30 day notice) without being told by the Guttenberg Housing Authority in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish. Certain actions are excluded from the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents of the Guttenberg Housing Authority employees; and any drug-related criminal activity on or near such premises 24CFR966.4 O (3).

- (2) Notices of lease termination can be served personally, and if posted to the apartment door, shall also be sent to the resident by Certified Mail. Return of the certified mail receipt, whether signed or unsigned shall be considered to be proof that the resident received proper notification. (Not a HUD requirement, the GUTTENBERG HOUSING AUTHORITY option best practice)

6. CHARGES FOR EXCESS UTILITIES AND DAMAGES

A. Excess Utility Charges

Residents in units where the Guttenberg Housing Authority pay the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit (e.g. window air conditioners). This charge shall be applied as specified in the lease 24CFR966.4 (b) (2) and in accordance with the Guttenberg Housing Authority's "Schedule of Charges".

There will be a charge for air conditioners for the months of June, July, August and September. J.M.P.T, C.T. AND G.G. (H.G.K.T. pay for their own electricity).

B. Charges for Damages

Charges shall be imposed for damages that are due to vandalism, neglect, carelessness or violation of rules and regulations of the family lease. No charge shall be made for reasonable wear and tear. Charges shall be imposed in accordance with the Guttenberg Housing Authority "Schedule of Charges".

7. MINIMUM RENTS

The new HUD regulations mandate a minimum rent.

The Board of Commissioners have approved making a minimum rent of \$50.00 (Notice PIH 96-6)

Effective October 1, 1996 tenants will have to pay a minimum tenant payment of \$50.00 for the Total Tenant Pay (TTP), before any utility allowance.

Exceptions to the minimum rent shall apply in hardship circumstances which include (1) the family has lost eligibility or is awaiting an eligibility determination for a Federal, state or local assistance program, (2) the family would be evicted as a result of the imposition of the minimum rent requirements, (3) the income of the family has decreased because of changes in circumstances including loss of employment, a death in the family has occurred, and other circumstances determined by the Authority.

The exemption shall not be provided if the hardship is determined to be temporary. The Authority shall not evict the family for non-payment of rent on the basis of hardship if the

hardship is determined to be temporary during the 90-day period, beginning upon the date of the family's request for the exemption. During this 90-day period, the family must demonstrate that the financial hardship is of a long-term basis. If the family demonstrates that the financial hardship is of a long-term basis, the Authority shall retroactively exempt the family from the applicability of the minimum rent for the 90-day period.

If a family requests a hardship exemption, the minimum rent is suspended until a determination is made whether: there is a hardship covered by this policy, (b) the hardship is temporary or long-term.

If the Authority determines that there is no hardship covered by this policy, the minimum rent is imposed, including back payments for minimum rent from time of suspension.

If the Authority determines that the hardship is temporary, the minimum rent also is, including back payment for minimum rent from the time of suspension. The family shall not be evicted for non-payment during the 90-day period commencing on the date of the family's requests for exemption of the minimum rent in excess of the tenant rent otherwise payable. If necessary, a repayment agreement will be offered for any such rent not paid during the period. If the family thereafter demonstrates that the financial hardship is of long-term duration, the Authority shall retroactive exempt the family from the minimum rent requirement.

8. FLAT RENTS

The Board of Commissioners have approved a flat rent in accordance with HUD regulations which includes the rents based on the Fair Market Rents issued periodically by HUD for rent Subsidized & Section 8 apartments in the areas. Flat rents will change each year in accordance with the published current Fair Market Rents.

1 bedroom	\$772.00
2 bedroom	\$900.00
3 bedroom	\$1,143.00

9. ONE STRIKE POLICY

The HA's One Strike Policy shall be contained in the appendix to this policy.

HOUSING AUTHORITY, TOWN OF GUTTENBERG

J.P.M. T., C, T., G.G. DWELLING LEASE

1. THE HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG, (Management)
does hereby lease premises located at Project No.....
Address..... Apt.
No..... Bedroom SizeOccupancy Date
.....to be occupied solely by
.....called Tenant) and the specific members of his
or her household listed below:

NAME	RELATIONSHIP TO TENANT	AGE
1.....		
2.....		
3.....		
4.....		
5.....		

2. Monthly rent of \$ shall be due and payable in advance on the 1st of each month before 2:00 p.m. beginning After 2:00 p.m. on the fifth calendar day of the month, the late charge will be \$5.00 and \$2.00 per day thereafter This rent will remain in effect unless adjusted in accordance with the provisions of Section 12 thereof. Late charges effective date rent is received.

2A. Minimum Rent. HUD has passed a ruling that Housing Authority's charge a minimum rent. The Guttenberg Housing Authority Board of Commissioners have approved a minimum rent of \$50.00 dollars. (Notice /PIH 96-6)

3. Tenant agrees to pay one month's rent and a security deposit to be used by Management at the termination of this lease toward reimbursement of the cost of repairing any Intentional or negligent damages to the dwelling Unit caused by the Tenant, hls family, or dependents, and any rent or other charges owed by Tenant. Payment of the security deposit is to be made upon occupancy. "

Management agrees to deposit such security deposit in an interest bearing account in the First Union Bank N.A., N.J. Rent Security Control Center, 100 Fidelity Plaza, North Brunswick, N.J. 08905 in accordance with State of New Jersey Security Deposit Regulations. Management agrees to return the security deposit, with such accrued interest as may have been earned: to tenant when he vacates, less any deductions for any of the cost Indicated above. If such deductions are made, Management will give Tenant a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. The security deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit.

4. Management agrees to furnish the following utilities: hot and cold running water, electricity, cooking gas and heat as specified by Local Laws. Management will not be responsible for failure to furnish utilities by reason of any cause beyond it's control. Tenants with air conditioner must pay additional utility charge for months of June, July, August and September unless proof is given that air conditioner has been disposed of and not replaced. -

5. Tenant agrees not to assign this lease or transfer possession of the premises: nor to give accommodations to boarders or lodgers without the Tenant's written request and written consent of Management. Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for Tenant and his family and/or dependents. This provision, does not exclude reasonable accommodations of Tenant's guests or visitors. Tenant agrees to abide by such necessary and reasonable regulations as may be promulgated by Management for the benefit and well being of the Housing Project and the Tenants. :

5A. Tenant agrees to refrain from illegal or other activities which impair the physical or social environment of the project, including any activity that threatens the health, safety or right to peaceful enjoyment of public housing premises by other residents or employees of the Authority, including the illegal use of a controlled substances or abuse of alcohol. A tenant shall be subject to eviction for illegal use of a controlled substance or abuse of alcohol where the Housing Authority determines that such illegal use of a controlled substance or abuse of alcohol interferes with the health, safety or right to peaceful enjoyment of the premises by other residents of the premises.

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants or any drug related criminal activity on or off the premises engaged in by a public housing tenant, any member of the Tenant's household, or any guest or other person under the Tenant's control, shall be cause for termination of tenancy pursuant to 42 U.S.C.A. 1437d (1) (5). The term 'drug related criminal activity' means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled dangerous substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802) 42 U.S.C.A. 1437 d (1) If the Housing Authority believes in good faith that a breach of this covenant has occurred, it may terminate the tenancy without regard to whether or not any person whose conduct is at issue has been arrested, charged or convicted by law, or whether or not the Tenant has knowledge in fact, of criminal activity or drug related criminal activity engaged in by a member of said Tenant's household, or any guest or invitee of said tenants or of members of said Tenant's household. This is in accordance with the Presidential Order of "One Strike and you're Out" for drug related offenses.*. I

6. Tenant shall use reasonable care to keep his dwelling unit in such condition as to prevent health or sanitation problems from arising. Tenant shall notify Management promptly of known need for repairs to his dwelling unit and of known unsafe conditions in the common areas and grounds of the Project which may lead to damage or injury. Except for normal wear and tear. Tenant agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises of the Project caused by Tenant, his family, or dependents. Such charges shall be billed to Tenant and shall specify the items of damages involved, correctional action taken, and the cost thereof. Management agrees to accept rental money without regard to any other charges owed by Tenant to Management, and to seek legal remedy for the collection of any other charges which may accrue to Management from Tenant

Management shall maintain the buildings and common areas and grounds of the Project in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable regulations or guidelines of the Department of Housing and Urban Development. Management shall make all necessary repairs, alterations, and Improvements to the dwelling unit with reasonable promptness at its own Cost and expense, except as otherwise provided in this section. If repairs of defects hazardous to life, health, and safety are not made or temporary alternative accommodations offered to the Tenant within seventy-two hours of Tenant's reporting same to Management, and if it was within Management's ability to correct the defect or obtain the correction thereof then Tenant's rent shall abate during the entire period of the existence of such defect while he is residing in the unrepaired dwelling. Rent shall not abate if the Tenant rejects reasonable alternative temporary accommodations.

7. When a tenant moves in, Management shall inspect the premises and shall give Tenant a written statement of the condition of the dwelling unit and the equipment in it.

Tenant and/or his representative may join in such inspection. Tenant agrees that the duly authorized agent, employee or representative of Management will be permitted to enter Tenant's dwelling unit for the purpose of examining the condition thereof or of making improvements or repairs. Such entry may be made only during reasonable hours, after advance notice in writing to Tenant of the date, time and purpose, provided or notice placed on all bulletin boards in case of general annual inspections, however, that management reasonably believes that an emergency exists which requires such entrance. Management must promptly notify Tenant in writing of the date and time, and purpose of such entry, and of emergency which necessitated it.

When Tenant vacates, Management will inspect the dwelling unit and give the Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or his representative may join in such Inspection.

8. Any notice required hereunder will be sufficient if delivered in writing to Tenant personally, or to an adult member of his family residing in the dwelling unit, or if sent by certified mail return receipt requested properly addressed to Tenant, postage pre paid. Notice to Management must be in writing, and either delivered to a Management employee at the Management Main Office at 6900 Broadway or sent to Management by certified mail properly addressed postage prepaid. His notice must be received on or before the first of the month preceding the intended move to allow for a full 60 day notice.

This lease may be terminated for serious or repeated violations of the terms or conditions of the lease or for good cause such as tenant's failure to make payments under the lease or comply with paragraph SA of this lease with respect to illegal use of controlled substances, abuse of alcohol or drug related or criminal activity. The Housing Authority may terminate this lease by giving written notice termination in accordance with paragraph 8 of this lease

which shall not be less than:

(a) A reasonable time commensurate with the seriousness of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants or Housing Authority employees. (b) Fourteen (14) days in the case of non-payment of rent; and (c) Thirty (30) days in any other case.

9. This lease may be terminated at any time by Tenant by giving 60 days written notice in the manner specified in Section 8. Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the key to Management when he vacates.

This lease may be terminated by Management at any time by the giving of written notice as set forth in Section 8, not less than 30 days prior to termination. Such notice may only be given for good cause, such as non payment of rent habitual late payment of rent, serious or repeated interference with the rights of other Tenants, serious or repeated damage to the premises or creation of physical hazards or drug related activities as stated in SA Notice by either party to this lease may be given on any day of the month. If Management should elect to terminate this lease. Tenant must be told in a private conference, by a duly authorized representative of Management, the reason(s) for eviction, and must be given an opportunity to make such reply or explanation as he may wish. At the time of the conference, Tenant must be informed of:

a. The specific reasons for the proposed eviction and the alleged facts upon which it is based: and b. His right to request a hearing upon the proposed eviction in the manner provided in Section 10 of this lease. 10. All grievances or appeals arising under this lease shall be processed and resolved pursuant to the grievance procedure of Management which is in effect at the time such grievance or appeal arises, which procedure is posted in the Project Office and incorporated herein by reference.

11. This lease, together with any future adjustments of rent or dwelling unit, evidences the entire agreement between Management and Tenant. No changes herein shall be made except in writing, signed and dated by both parties.

Once each year as requested by Management, Tenant agrees to furnish accurate information to Management as to family income, employment, and composition, for use by Management in determining whether the rental should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the approved Schedule of Rents and Statement of Income and Occupancy Limits and Statement of Policy available in the Project Office.

a. The Tenant agrees to abide by the regulations pertaining to interim rent adjustments as adopted by resolution of the Housing Authority of the Town of Guttenberg.

Under the policy, estimates of annual income are made at the time of admission or period re-examination. Rental charges are set thereon and no change in rent is permitted either higher or lower until the next periodical re-examination, except under the following circumstances:

(1) Changes affecting lessee:

Loss of lessee through death, divorce, or other continuing circumstances: (2) Changes affecting principal income recipient:

- a. Loss of or addition of principal income recipient through marriage, divorce, death, or other continuing circumstances;
 - b. Receipt or discontinuance of assistance qualifying for approved Welfare Rent Schedule;
 - c. Entry or discharge from military service;
 - d. Retirement or reemployment;
 - e. Unemployment for whatever reason (strike, layoff, sickness or disability) in excess of thirty (30) days with no income.
- (3)

(2) Changes affecting other income recipients:

- a. Entry into or discharge from military service;
- b. Employment or termination of employment;

c. It is found that the Tenant has misrepresented to the Authority the facts upon which his rent is based, so that the rent he is paying less than he should have been charged. If this is found, then the increased in rent may be made retro-active to the date of the misrepresentation.

13. The Tenant agrees:

a-1 To keep the premises clean and in a sanitary condition' not to use the premises for any illegal or immoral purpose not to make any repairs or alterations, without the written consent of the Management; not to display any signs whatsoever; not to install any window shades other than the type and color directed by the Management. Venetian blinds are permitted as long as the shades are not removed, not to use decals; not to use tacks or nails or any other fasteners in any part of the premises (including carpeting on floors) except in the manner prescribed by the Management; not to change apartment door locks or to install shower in bathroom without permission from Management, and to notify Management promptly of the need of any repair to premises.

a-2 To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner and also comply with recycling rules and regulations.

b. To follow rules and regulations prescribed by the Management concerning the use and care of the premises and of any or community space in the Development, including stair halls, walks, driveways, playgrounds, laundries and community rooms.

c. To permit the Management or its' representative to enter the premises during all reasonable hours to perform routine inspections of same, to make such repairs, additions, or alterations as may be deemed necessary or to show the premises for re-leasing. To allow exterminator to enter apartment on any designated day.

d. Not to allow or possess animal pets, such as dogs, cats, etc. on their premises, except 2 small birds (canaries, parakeets) in an approved cage.

e. Not to park cars in restricted areas, not to repair cars or wash cars in project areas.

Only one car per family with appropriate Housing Authority sticker permitted in lot

f. Neither the Management nor any of its' representatives or employees shall be liable for damage or loss from theft or from any' other cause whatsoever to the property of the Tenant, any member of the Tenant's family, or any of the Tenant's visitors or guests unless such contingencies are covered by insurance policies issued to the benefit of the local authority.

g. If the Tenant's family no longer conforms to the occupancy limits after admission, the Tenant shall be required to vacate the ~ dwelling unit and move to a dwelling unit of appropriate size when such unit is available.

h. The failure or omission of the Management to terminate this lease for any justifiable cause, shall not prejudice the right of the Management to do so later for similar or other causes. This lease evidences the entire agreement between the Management and the Tenant and no changes shall be made except in writing.

I. No antenna owned by the Tenant will be permitted upon roof or structural part of building (windows, doors, pipes, etc.) If Tenant contracts for Cable TV., the monthly charge will be the Tenant's responsibility payable to the directly Cable Company.

j. No mechanical washing machine, refrigerator, or deep freeze unit operated by electricity or gas owned by the Tenant will be per- permitted in the apartment for use or storage by the Tenant.

k. Everything in the Tenant's guide is also part of this Lease. THEREFORE YOU MUST READ THE TENANT'S GUIDE THOROUGHLY.

The Tenant hereby agrees to be bound by all the rules, regulations, resolutions and policies adopted from time to time by the L~ Housing Authority of the Town of Guttenberg.

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG, N.J.

IN WITNESS WHEREOF, the parties have executed this lease agreement this
....day.....19...at Guttenberg, New Jersey

.....
(TENANT) (IN THE PRESENCE OF)
BY.....
TITLE

Housing Authority of the Township of Guttenberg

Dwelling Lease Addendum

Treatment Of Income Changes Resulting From Welfare Program Requirements

If income is reduced because of a sanction imposed by a State funded Assistance Program (Welfare, Temporary Assistance to Needy Families -T ANF), or because of fraud, the rent will not be reduced during the period of the income reduction.

Rent may be reduced if income is reduced because of the expiration of the time limit on receiving benefits or a situation in which a family has complied with the welfare program requirements but cannot obtain employment.

Individuals convicted of manufacturing or producing methamphetamine

The Housing Authority shall immediately at permanently terminate the tenancy of persons convicted of manufacturing or producing methamphetamine.

COMMUNITY SERVICE POLICY

Section I: Definitions.

Community service. The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

Exempt individual. An adult who:

- (1) Is 62 years or older;
- (2)(i) Is a blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or
(ii) Is a primary caretaker of such individual;
- (3) Is engaged in work activities;
- (4) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or
- (5) Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a

State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

Service requirement. The obligation of each adult resident, other than an exempt individual, to perform community service or participate in an economic-self sufficiency program.

Section 2: General requirements.

a) Service requirement. Except for any family member who is an exempt individual, each adult resident of public housing must:

- (1) Contribute 8 hours per month of community service (not including political activities); or\
- (2) Participate in an economic self-sufficiency program for 8 hours per month; or
- (3) Perform 8 hours per month of combined activities as described in this policy.

(b) Family violation of service requirement. The lease shall specify that it shall be renewed automatically for all purposes, unless the family fails to comply with the service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term.

Section 3: How PHA administers service requirements. PHA responsibilities.

(1) The PHA determine which family members are subject to or exempt from the service requirement through third party verification. The family shall be responsible for reporting any changes to exempt or non-exempt status of family members.

(2) The PHA shall give the family a written description of the service requirement, and of the process for claiming status as an exempt person and for PHA verification of such status. The PHA shall also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt persons.

(3) The PHA shall review family compliance with service requirements, and shall verify such compliance annually at least thirty days before the end of the twelve month lease term. If qualifying activities are administered by an organization other than the PHA, the PHA shall obtain verification of family compliance from such third parties.

(4) The PHA shall retain reasonable documentation of service requirement performance or exemption in participant files.

(5) The PHA must comply with non-discrimination and equal opportunity requirements listed at Sec. 5.105(a) of this title.

Section 4: Assuring resident compliance.

(a) Third-party certification. If qualifying activities are administered by an organization other than the PHA, a family member who is required to fulfill a service requirement

must provide signed certification to the PHA by such other organization that the family member has performed such qualifying activities.

(b) PHA notice of noncompliance.

(1) If the PHA determines that there is a family member who is required to fulfill a service requirement, but who has violated this family obligation (noncompliant resident), the PHA must notify the tenant of this determination.

(2) The PHA notice to the tenant must:

(i) Briefly describe the noncompliance;

(ii) State that the PHA will not renew the lease at the end of the twelve month lease term unless:

(a) The tenant, and any other noncompliant resident, enter into a written agreement with the PHA, in the form and manner required by the PHA, to cure such noncompliance, and in fact cure such noncompliance in accordance with such agreement; or

(b) The family provides written assurance satisfactory to the PHA that the tenant or other noncompliant resident no longer resides in the unit.

(iii) State that the tenant may request a grievance hearing on the PHA determination, in accordance with part 966, subpart B of this chapter, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's nonrenewal of the lease because of such determination.

(c) Tenant agreement to comply with service requirement.

If the tenant or another family member has violated the service requirement, the PHA may not renew the lease upon expiration of the term unless:

(1) The tenant, and any other noncompliant resident, enter into a written agreement with the PHA, in the form and manner required by the PHA, to cure such noncompliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve-month term of the new lease, and

(2) All other members of the family who are subject to the service requirement are currently complying with the service requirement or are no longer residing in the unit.

Section 5: Prohibition against replacement of PHA employees.

In implementing the service requirement under this subpart, the PHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

Date: Head of Household

Date:

Guttenberg Housing Authority

Date:

**HOUSING AUTHORITY, TOWN OF GUTTENBERG
H.G.K. T.
DWELLING LEASE**

1. THE HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG, (Management) does hereby lease premises located at Project No. _____ Address _____ Apt. No. _____ Bedroom Size _____ Occupancy _____ Date _____ to be occupied solely by called Tenant) and the specific members of his or her household listed below:

NAME	RELATIONSHIP TO TENANT
------	------------------------

AGE

1. _____

2. _____

2. Monthly rent of \$ _____ shall be due and payable in advance on the 1st of each month before 2:00 p.m. beginning _____. After 2:00 p.m. on the fifth calendar day of the month, the late charge will be \$5.00 and \$2.00 per day thereafter.

This rent will remain in effect unless adjusted in accordance with the provisions of Section 12 thereof. Late charges effective date rent is received.

2A. Minimum Rent. HUD has passed a ruling that Housing Authority's charge a minimum rent. The Guttenberg Housing Authority Board of Commissioners have approved a minimum rent of \$50.00 dollars. (Notice /PIH 96-6)

3. Tenant agrees to pay one month's rent as a security deposit to be used by Management at the termination of this lease toward reimbursement of the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Tenant, his family, or dependents, and any rent or other charges owed by Tenant. Payment of the security deposit is to be made upon occupancy. Management agrees to deposit such security deposit in an interest bearing account in the First Union Bank N.A., N.J. Rent Security Control Center, 100 Fidelity Plaza, North Brunswick, N.J. 08905 in accordance with State of New Jersey Security Deposit Regulations. Management agrees to return the security deposit, with such accrued interest as may have been earned, to tenant when he vacates, less any deductions for any of the cost indicated above. If such deductions are made, Management will give Tenant a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. The security deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit.

4. Management agrees to furnish the following utilities: hot and cold running water, heat as specified by Local Laws. Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

5. Tenant agrees not to assign this lease or transfer possession of the premises: nor to give accommodations to boarders or lodgers without the Tenant's written request and written consent of Management. Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for Tenant and

his family and/or dependents. This provision does not exclude reasonable accommodations of Tenant's guests or visitors. Tenant agrees to abide by such necessary and reasonable regulations as may be promulgated by Management for the benefit and well being of the Housing Project and the Tenants.

5 Tenant agrees to refrain from illegal or other activities which impair the physical or social environment of the project, including any activity that threatens the health, safety or right to peaceful enjoyment of public housing premises by other residents or employees of the Authority, including the illegal use of a controlled substances or abuse of alcohol. A tenant shall be subject to eviction for illegal use of a controlled substance or abuse of alcohol where the Housing Authority determines that such illegal use of a controlled substance or abuse of alcohol interferes with the health, safety or right to peaceful enjoyment of the premises by other residents of the premises.

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants or any drug \. related criminal activity on or off the premises engaged in by a public housing tenant, any member of the Tenant's household, or any guest or other person under the Tenant's control, shall be cause for termination of tenancy pursuant to 42 U.S.C.A. 1437d (1) (5). The term 'drug related criminal activity' means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled dangerous substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802) 42 U.S.C.A. 1437 d (1) If the Housing Authority believes in good faith that a breach of this covenant has occurred, it may terminate the tenancy without regard to whether or not any person whose conduct is at issue has been arrested, charged or convicted by law, or whether or not the Tenant has knowledge in fact, of criminal activity or drug related criminal activity engaged in by a member of said Tenant's household, or any guest or invitee of said tenants or of members of said Tenant's household.

****This is in accordance with the Presidential Order of "One Strike and you're Out" for drug related offenses****

6. Tenant shall use reasonable care to keep his dwelling unit in such condition as to prevent health or sanitation problems from arising. Tenant shall notify Management promptly of known need for repairs to his dwelling unit, and of known unsafe conditions in the common areas and grounds of the Project which may lead to damage or injury. Except for normal wear and tear. Tenant agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises of the Project caused by Tenant, his family, or dependents. Such charges shall be billed to Tenant and shall specify the items of damages involved, correctional action taken, and the cost thereof. Management agrees to accept rental money without regard to any other charges owed by Tenant to Management, and to seek legal remedy for the collection of any other charges which may accrue to Management from Tenant

Management shall maintain the buildings and common areas and grounds of the Project in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable regulations or guidelines of the Department of Housing and Urban Development. Management shall make all necessary repairs' alterations, and Improvements to the dwelling unit with reason- able promptness at its' own Cost and expense, except as otherwise provided in this section. If repairs of defects hazardous to

life, health, and safety are not made or temporary alternative accommodations offered to the Tenant within seventy-two hours of Tenant's reporting same to Management, and if it was within Management's ability to correct the defect or obtain the correction thereof then Tenant's rent shall abate during the entire period of the existence of such defect while he is residing in the unrepaired dwelling. Rent shall not abate if the Tenant rejects reasonable alternative temporary accommodations.

7. When a tenant moves in, Management shall inspect the premises and shall give Tenant a written statement of the condition of the dwelling unit and the equipment in it.

Tenant and/or his representative may join in such inspection. Tenant agrees that the duly authorized agent, employee or representative of Management will be permitted to enter Tenant's dwelling Unit for the purpose of examining the condition thereof or of making improvements or repairs. Such entry may be made only during reasonable hours, after advance notice in writing to Tenant of the date, time and purpose, provided or notice placed on all bulletin boards in case of general annual inspections, however, that management reasonably believes that an emergency exists which requires such entrance. Management must promptly notify Tenant in writing of the date and time, and purpose of such entry, and of emergency which necessitated it.

When Tenant vacates, Management will inspect the dwelling unit and give the Tenant a written statement of the charges, if any, for which Tenant IS responsible. Tenant and/or his representative may join in such Inspection.

8. Any. notice required hereunder will be sufficient if delivered in writing to Tenant personally, or to an adult member of his family residing In the dwelling unit, or If sent by certified mail return receipt requested properly addressed to Tenant, postage pre paid.

Notice to Management must be in writing, and either delivered to a Management employee at the Management Main Office at 6900 Broadway or sent to Management by certified mail properly addressed postage prepaid. His notice must be received on or before the first of the month preceding the intended move to allow for a full 60 day notice.

A. This lease may be terminated for serious or repeated violations of the terms or conditions of the lease or for good cause such as ten- ant's failure to make payments under the lease or comply with paragraph 5A of this lease with respect to illegal use of controlled sub- stances, abuse of alcohol or drug related or criminal activity.

The Housing Authority may terminate this lease by giving written notice termination in accordance with paragraph 8 of this lease which shall not be less than:

(a) A reasonable time commensurate with the seriousness of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants or Housing Authority employers.

(b) Fourteen (14) days in the case of non-payment of rent; and

(c) Thirty (30) days in any other case.

9. This lease may be terminated at any time by Tenant by giving 60 days written notice in the manner specified in Section B. Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the key to Management when he vacates.

This lease may be terminated by Management at any time by the giving of written notice as set forth in Section B, not less than 30 days prior to termination. Such notice may only

be given for good cause, such as non payment of rent habitual late payment of rent, serious or repeated interference with the rights of other Tenants, serious or repeated damage to the premises or creation of physical hazards or drug related activities as stated in SA Notice by either party to this lease may be given on any day of the month. If Management should elect to terminate this lease. Tenant must be told in a private conference, by a duly authorized representative of Management, the reason(s) for eviction, and must be given an opportunity to make such reply or explanation as he may wish. At the time of the conference, Tenant must be informed of:

- a. The specific reasons for the proposed eviction and the alleged facts upon which it is based: and
- b. His right to request a hearing upon the proposed eviction in the manner provided in Section 10 of this lease.

10. All grievances or appeals arising under this lease shall be processed and resolved pursuant to the grievance procedure of Management which is in effect at the time such grievance or appeal arises, which procedure is posted in the Project Office and incorporated herein by reference.

11. This lease, together with any future adjustments of rent or dwelling unit, evidences the entire agreement between Management and Tenant. No changes herein shall be made except in writing, signed and dated by both parties.

Once each year as requested by Management, Tenant agrees to furnish accurate information to Management as to family income, employment, and composition, for use by Management in determining whether the rental should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the approved Schedule of Rents and Statement of Income and Occupancy Limits and Statement of Policy available in the Project Office.

- a. The Tenant agrees to abide by the regulations pertaining to interim rent adjustments as adopted by resolution of the Housing Authority of the Town of Guttenberg.

Under the policy, estimates of annual income are made at the time of admission or period re-examination. Rental charges are set thereon and no change in rent is permitted either higher or lower until the next periodical re-examination, except under the following circumstances:

(1) Changes affecting lessee:

Loss of lessee through death, divorce, or other continuing circumstances: (2) Changes affecting principal income recipient:

- a. Loss of or addition of principal income recipient through marriage, divorce, death, or other continuing circumstances:

- b. Receipt or discontinuance of assistance qualifying for approved Welfare Rent Schedule:

- c. Entry or discharge from military service;

- d. Retirement or reemployment;

- e. Unemployment for whatever reason (strike, layoff, sickness or disability) in excess of thirty (30) days with no income. (3) Changes affecting other income recipients:

- a. Entry into or discharge from military service;

- b. Employment or termination of employment;

c. It is found that the Tenant has misrepresented to the Authority the facts upon which his rent is based, so that the rent he is paying less than he should have been charged. If this is found, then the increased in rent may be made retro-active to the date of the misrepresentation.

13. The Tenant agrees:

a-1 To keep the premises clean and in a sanitary condition' not to use the premises for any illegal or immoral purpose not to make any repairs or alterations, without the written consent of the Management; not to display any signs whatsoever; not to install any window shades other than the type and color directed by the Management. Venetian blinds are permitted as long as the shades

are not removed, not to use decals; not to use tacks or nails or any other fasteners in any part of the premises (including carpeting on floors) except in the manner prescribed by the Management; not to change apartment door locks or .to install shower in bathroom without permission from Management, and to notify Management promptly of the need of any repair to premises.

a-2 To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner and also comply with recycling rules and regulations.

b. To follow rules and regulations prescribed by the Management concerning the use and care of the premises and of any or community space in the Development, including stair halls, walks, driveways, playgrounds, laundries and community rooms.

c. To permit the Management or its' representative to enter the premises during all reasonable hours to perform routine inspections of same, to make such repairs, additions, or alterations as may be deemed necessary or to show the premises for re-leasing. To allow exterminator to enter apartment on any designated day.

d. Type of pet and size as specified in pet policy. 2nd floor has been designated as pet floor in accordance with regulations in pet policy.

e. Not to park cars in restricted areas, not to repair cars or wash cars in project areas.

Only one car per family with appropriate Housing Authority sticker permitted in lot

f. Neither the Management nor any of its' representatives or employees shall be liable for damage or loss from theft or from any other cause whatsoever to the property of the Tenant, any member of the Tenant's family, or any of the Tenant's visitors or guests, unless such contingencies are covered by insurance policies issued to the benefit of the local authority.

g. If the Tenant's family no longer conforms to the occupancy limits after admission, the Tenant shall be required to vacate the; dwelling unit and move to a dwelling unit of appropriate size when such unit is available. , h. The failure or omission of the Management to terminate this lease for any justifiable cause, shall not prejudice the right of the Management to do so later for similar or other causes. This lease evidences the entire agreement between the Management and the Tenant and no changes shall be made except in writing.

i. No antenna owned by the Tenant will be permitted upon roof or structural part of building (windows, doors, pipes, etc.) If Tenant contracts for Cable TV., the monthly charge will be the Tenant's responsibility payable to the directly Cable Company.

j. No mechanical washing machine, refrigerator, or deep freeze unit operated by electricity or gas owned by the Tenant will be permitted in the apartment for use or storage by the Tenant.

k. Everything in the Tenant's guide is also part of this Lease. **THEREFORE YOU MUST READ THE TENANT'S GUIDE THOROUGHLY.**

l. The Tenant hereby agrees to be bound by all the rules, regulations, resolutions and policies adopted from time to time by the Housing Authority of the Town of Guttenberg. HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG, N.J.

IN WITNESS WHEREOF, the parties have executed this lease agreement this day 19 at Guttenberg, New Jersey.

.....

(TENANT)

(IN THE PRESENCE OF)

BY.....

TITLE.....

Appendix B
Charges for Damages

REPLACEMENT OF LOST FRONT AND BACK DOOR KEY:

(7005 Blvd. East and 6900 Broadway) \$10.00(1st time)
\$25.00(2nd time and thereafter)

Keys and Lockout Service:

(7005 Boulevard East Only) Change both top and bottom lock at tenant's request
\$65.00 (if is necessary to call the Locksmith the charge will be \$100.
Removal of furniture and clean up of apartment (charges will be determined after move
out inspection by Management has taken place)

FOR ALL BUILDINGS:

Replacement of mailbox lock plus 2 keys \$15.00
Regular key \$2.00
Apartment lock out \$2.00
Change cylinder in apartment door \$25.00 labor included

OTHER FEES:

15 wts. Light bulb	\$1.00	60 wts. Light bulb	\$0.50
40 wts. Light bulb	\$0.50	75 wts. Light bulb	\$0.50
Toilet Seats	\$15.00 labor included		

BLACK AB SWITCH: (FOR 7005 BLVD. EAST ONLY)

The Black AB switch will be connected to your television in your apartment. This is used to work together with the Security System installed in this building. With this switch you will be able to watch who comes in and out of the building through the front or the back.

The black AB switch in your apartment is property of the Housing Authority and it must stay in the apartment when you move out. If the black AB switch is not found in the apartment when it is vacated there will be a charge of **\$75.00**.

Air Conditioner Charges for 400-68th Street, 6900 Broadway and 136-69th Street.

Air conditioner charges are in effect for the months of June, July, August and September. The charge is \$2.00 for every 1,000 BTU's. You must inform the office in writing before May 15 of every year the amount of BTU's on your air conditioner. You must also inform the office in writing if you buy a new one or remove your existing air conditioner from the window for any reason. You must pay for air conditioner charges for all four (4) summer months.

Rent checks returned for insufficient funds:

If you rent check is returned from the Bank to the Housing Authority Office for insufficient funds, you will have to pay a \$12.00 fee charge and in the future be required to pay rent by Money Order only.

Appendix C
One Strike Policy

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG "-
Security: "One Strike and You're Out"

On March 28, 1996, President Clinton, signed into law the "Housing Opportunity Program Extension Act" which includes the "One Strike and You're Out" policy. The law provides additional authority to Public Housing Authorities in the areas of screening, lease enforcement, and eviction in order to combat crime in public housing communities.

The Guttenberg Housing Authority is committed to providing decent, ~, and sanitary housing. The Housing Authority hereby adopts the following policies and procedures.

Component #1: Tracking and Reporting Crime Related Problems

- a) All Housing Authority staff shall be trained to identify, record and report suspicious and/or criminal activity
- b) Housing Authority tenants shall be encouraged to identify, record and report suspicious and/or criminal activity
- c) Those activities deemed to be serious, shall be reported immediately to the Police.

Component #2: SCREENING OF APPLICANTS

It is the HA's policy that all applicants should be screened in accordance with HUD regulations and sound management practices. During screening the HA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below.

(1) Standards

All applicants must demonstrate through an assessment of current and past behavior the ability:

- (a) to pay rent and other charges as required by the lease in a timely manner;
- (b) to care for and avoid damaging the unit and common areas;
- (c) to use facilities and equipment in a reasonable way;
- (d) to create no health, or safety hazards, and to report maintenance needs;
- (e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (f) not to engage in criminal activity (including drugs), drug or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff
- (g) to comply with necessary and reasonable rules and program requirements of HUD and the HA; and,
- (h) to comply with health and safety codes.

Failure of an applicant to provide required information, including criminal record documentation, is basis for rejection.

(2) Criminal Activity

The HA will complete a criminal background check on all applicants including other adult members in the household or any member for which criminal records are available. The check shall include a review of:

- (i)- Any record of disturbance of neighbors (disturbances sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.
- (ii)- Any history of criminal activity on the part of all applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development.
- (iii) Eviction from assisted housing within the last three years for drug related criminal activity.

(3) Verification Procedures

The HA may hire and investigative/reporting service contractor to conduct a state and national criminal record check, a credit check, and a litigation history check.

The HA shall continue to obtain local criminal record checks through the Guttenberg Police Department and the State Police. Applicants must sign a permission statement to authorize the release of their criminal record, if any.

4) Mitigating Circumstances

(a) If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into the HA's screening assessment of the applicant, mitigating circumstances must be verifiable.

(b) Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, AND applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances may overcome or outweigh information already gathered in the screening process.

(c) If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the HA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. The HA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in -the case of a person with disabilities, to verify a reasonable accommodation.

- (d) Examples of mitigating circumstances might include:
- (i) Evidence of successful rehabilitation;
 - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service.
 - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. The HA will consider such circumstances in light of: the applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
- (i) the applicant's overall performance with respect to all the screening requirements; and,
 - (ii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

(5) Notification and Appeal

Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from the HA, stating the basis for such determination. The HA shall provide such applicants with an opportunity for informal review of the determination by a superior of the person that made the initial determination. The informal review for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process.

COMPONENT 3: LEASE ENFORCEMENT

- 1) The Authority shall implement aggressive lease enforcement pertaining to criminal activity, drug related activity, alcohol abuse, and other behaviors that interfere with the health, safety, and peaceful enjoyment of the premises by other residents. Residents violating the provisions of the lease shall be expeditiously referred to the HA attorney for eviction action .
- 2) To the extent possible, the HA will work in cooperation with local law enforcement officials.
- 3) The Grievance Procedure shall not be applicable to residents in cases involving termination of tenancy for any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the HA; or any drug related criminal activity on or off the premises.
- 4) Where sufficient evidence exists of serious lease violations, the HA shall pursue eviction of the tenant even in the absence of conviction or arrest.
- 5) The Authority shall work with law enforcement officials to obtain ongoing information relating to arrests and convictions of public housing residents.

II COMPONENT #4: GRANT PROGRAM GOALS

The Authority will utilize CIAP/CGP funding to make physical and management improvements, as necessary, to enhance security and reduce drug related criminal activity

MAINTENANCE OF CONFIDENTIAL INFORMATION

Criminal records or other sensitive information about applicants and tenants shall be maintained in a confidential manner. Access shall be limited to the Executive Director, Tenant Interviewer, and the Housing Authority Attorney.

SPECIAL PROVISIONS FOR RESIDENT COOPERATION

In order to encourage and protect residents that may face retaliation for cooperation with the Housing Authority and/or law enforcement officials, the Authority shall:

- a) Transfer the family to another unit if necessary for safety reasons. This shall be considered a high priority transfer.
- b) Provide the family with a Section 8 Certificate if necessary for safety reasons. This shall be considered a high priority preference for admission and the Waiting List shall always be open for this category of applicants.

Awarding these high priority preferences shall be based on the discretion of the Housing Authority

D. Code of Federal Regulations
(Incorporated by Reference)

Applicable HUD Regulations

Admissions and Occupancy

- 24 CFR Part 5 – General HUD Program Requirements

Income, Adjusted Income, Rent, and Examinations

- 24 CFR Part 942 – Pet ownership in public housing for the elderly and handicapped
- 24 CFR Part 945 – Designated housing for occupancy by disabled elderly or disabled and elderly families
- 24 CFR Part 960 – Admission to and occupancy of public housing
- 24 CFR Part 966- Lease and grievance procedures

**HOUSING AUTHORITY OF THE
TOWN OF GUTTENBERG**

ADMINISTRATIVE PLAN

Section 8 Housing Assistance Payment Program

October 12, 1999

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG

Administrative Plan Section 8 Housing Assistance Payments Program

Preface

1. Introduction
2. Selection of Applicants
3. Issuing and Denying Certificates and Vouchers
4. Definition of Family
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6. Encouraging Owner Participation
7. Assisting Families That Claim Illegal Discrimination
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12. Family Break-ups
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Appendix

- a) Fair Market Rents and Voucher Payment Standards
- b) Income Limits
- c) Utility Allowance Schedule

Preface

Merger of the Section 8 Certificate and Voucher Programs

Effective October 1, 2000 the Certificate and Voucher Programs was merged into the **Housing Choice Voucher Program (HCVP)**.

All Housing Assistance Payments (HAP) Contracts after October 1, 2000 are being processed in accordance with the new regulations.

The calculation of Housing Assistance Payments shall be based on the Payment Standards adopted by the Housing Authority. Payment Standards may be set anywhere between 90% and 110% of the published Fair Market Rents.

Tenant Payment:

A family renting a unit above the Payment Standard shall pay the highest of: 30% of monthly adjusted income, 10% of gross monthly income, or the minimum rent, plus any rent above the payment standard.

When a family first receives Section 8 assistance for a particular unit, the family may not pay more than 40% of adjusted income for rent.

1. INTRODUCTION

(A) Program Requirements

The Guttenberg Housing Authority (GHA) shall administer the Section 8 Program in accordance with the applicable program regulations which include the following:

- Section 8 Tenant Based Assistance; 24 CFR 882
- Combined Income and Rent Rule; 24 CFR 5
- Fair Market Rents & Contract Rent Annual Adjustment Factors; 24 CFR 888
- Housing Vouchers; 24 CFR 887 (as amended by 882)

(B) Equal Opportunity Requirements

The GHA shall administer the Program in accordance with the applicable Fair Housing and Equal Opportunity requirements.

(C) Policy Choices -Discretionary Elements

This Administrative Plan describes the policy choices of the GHA in accordance with the Section 8 Program regulations.

Non-discretionary requirements are contained in the program regulations and are considered incorporated into the administrative Plan by reference.

(D) Tenant-based programs: Purpose and structure.

(1) The HUD rental assistance program provide rent subsidies so eligible families can afford rent for decent, safe, and sanitary housing. The program is administered by State and local governmental bodies called housing agencies (HAs). HUD provides funds to an HA for rent subsidy on behalf of eligible families. HUD also provides funds for HA administration of the programs.

(2) Families select and rent units that meet program housing quality standards. If the HA approves a family's unit and lease, the HA contracts with the owner to make rent subsidy payments on behalf of the family. An HA may not approve a lease unless the rent is reasonable.

(3) In the certificate program, the rental subsidy is generally based on the actual rent of a unit leased by the assisted family.

(4) In the certificate program, the unit rent generally may not exceed a HUD published fair market rent for rental units in the local housing market. For most families, the subsidy is the difference between the unit rent and 30 percent of adjusted monthly income.

(5) In the Voucher Program, the subsidy amount is based on Payment Standards as adopted by the HA. The rent is negotiated between the owner and the tenant. If the gross rent is below the payment standard the tenant will pay below 30% of income for rent. If the gross rent is above the payment , the tenant will pay more than 30% of income for rent.

(6) Section 8 assistance may be “tenant based” or “project based”. In project based programs, rental assistance is paid for families who live in specific housing development for units. With tenant-based assistance, the assisted unit is selected by the family and the family may rent a unit anywhere in the United States in the jurisdiction of an HA that runs a voucher program (subject to certain restrictions).

2. Selection of Applicants

(A) Organization of the Waiting List

It is the HA’s policy that each applicant shall be assigned his/her appropriate place in a single Section 8 Housing Application Pool. Placement on the list shall be based upon date and time the application is received, and factors affecting preference or priority.

(B) Selection Preferences

Applicants will be ranked according to the following:

Resident of Guttenberg or _____(7 points)
Working in Guttenberg

Rent Burden (Paying more than _____(2 points)
50% of income for rent); Involuntary
Displaced; or Living in Substandard Housing

Elderly or disabled _____(1 point)

Veteran a.) Disabled Veteran with-Service
Connected Disability (cannot also get
"Elderly or Disabled" credit); or _____(4 points)

b.) Veteran (head or spouse) _____(2 points)

TOTAL POINTS _____

(C) Administration of the Preferences

(a) The HA requires applicant verification of their qualification for a preference

- (b) The HA will use a preference checklist or other form to obtain the family's certification that it qualifies for a preference. At the initial application interview the family will be advised to notify the HA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and are certified or verified as qualifying for a preference will be placed on the waiting list in the preference applicant pool.
- (d) Applicants that certify to a preference at the time of initial application must be able to verify their preference status prior to the offer of a Voucher.
- (e) Families that lose their original local preference, but still qualify for another preference, will be placed on the waiting list in accordance with their current preference status. Families that cannot qualify for any of the preferences will be moved into a non-preference category, in a lower position on the waiting list based on date and time of application.

(D) Change in Preference Status While on the Waiting List

- (a) Occasionally families on the waiting list who did not qualify for a preference at the time of application intake will experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact the HA so that their status may be recertified or, depending on application processing status, reverified.
- (b) To extent that the HA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s), and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

(E) Opening and Closing the Waiting List

- (a) The HA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The HA may open or close the list by preference category .
- (b) The HA will update the waiting list periodically by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by telephone or mail. At the time of initial intake, the HA will advise families of their responsibility to notify the HA when mailing address or phone numbers change.
- (c) If the HA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, the HA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference category.

(d) Decisions about closing the waiting list will be based on the number of applications available, and the number of applicants who qualify for a preference. A decision to close the waiting the HA's, restricting intake, or opening the waiting fists will be publicly announced.

(e) During the period when the waiting list is closed, the HA will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

(f) Pursuant to the above conditions, the HA Board of Commissioners shall approve opening or closure of the Waiting List. Announcements shall be posted at the HA Administrative Office and a public notice will be placed in the Authority's designated newspapers.

(F) Removal of Applications from the Waiting List

(a) Applicants shall be removed from the waiting list if they are determined to be ineligible for assistance.

(b) Applicants who fail to respond to a HA letter and otherwise fail to express continued interest shall be removed from the List.

(c) Inactive Applications shall be retained by the HA for a period of five years.

(d) Once an Applicant is removed from the Waiting List, the Applicant will be required to reapply and shall be assigned a new application date.

(G) Records

The HA's records with respect to applications for admission shall indicate for each application the date and time of receipt; the determination by the HA as to eligibility or ineligibility of the applicant; the preference rating, if any, and any offers to provide a Voucher.

3. ISSUING AND DENYING VOUCHERS

(A) Issuing Vouchers

When a family is selected in accordance with the selection preferences contained in this policy, the participant will be provided with an oral briefing, a voucher holders package, and shall be issued a Voucher.

The initial term of the Voucher shall be 60 days. An extension of an additional 30 days may be provided upon request by the Voucher Holder. A final extension of 30 days may be provided upon request by the Voucher Holder. The overall maximum term shall not exceed 120 days.

In making a determination to provide extensions, the Authority will consider the degree to which the Voucher Holder can demonstrate efforts to locate an acceptable unit.

The term of the Voucher shall be suspended at the time the Voucher Holder submits a Request for Lease Approval. Suspension means 'stopping the clock' up to the time the Housing Authority approves or disapproves the request to lease the unit.

(B) Decision To Deny assistance.

The HA shall give an applicant prompt written notice of a decision denying admission to the program (including a decision that the applicant is not eligible, or denying assistance for other reasons). The notice shall give a brief statement of the reasons for the decision. The notice shall also state that the applicant may request an informal review of the decision, and state how to arrange for the informal review.

(C) Grounds for denial or termination of assistance.

The HA may at any time deny program assistance for an applicant, or terminate program assistance

for a participant, for any of the following grounds:

- (1) If the family violates any family obligations under the program (see 982.551).
- (2) If any member of the family has ever been evicted from public housing.
- (3) If an HA has ever terminated assistance under the certificate or voucher program for any member of the family.
- (4) If any member of the family commits drug-related criminal activity, or violent criminal activity (see 982.553).
- (5) If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

- (6) If the family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.
- (7) If the family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- (8) If the family breaches an agreement with the HA to pay amounts owed to an HA, or amounts paid to an owner by an HA.
- (9) If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- (10) If the family has engaged in or threatened abusive or violent behavior toward HA personnel.
- (11) If the family fails to maintain working utility services.
- (D) Requirement to sign consent form. The HA must deny or terminate** assistance if any member of the family fails to sign and submit consent forms for obtaining information.

4. DEFINITION OF FAMIL

"Family" may be:

- (1) two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship, or operation of law who will live together in the assisted unit.
- (2) A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides
- (3) A single person family may be:
 - (i) An elderly person .
 - (ii) A disabled person.
 - (iii) Any other single person.
- (4) A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

5. DEFINITION OF CONTINUOUSLY ASSISTED

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.

6. ENCOURAGING OWNER PARTICIPATION

In order to encourage participation of owners of suitable units located outside areas of low income or minority concentration, the HA shall distribute materials that describe the program and the program benefits. Multiple copies of the marketing materials shall be included in the Voucher Holders package so that owners may be given copies.

The HA will also instruct Voucher Holders to advise owners to contact the HA if they have any questions or concerns.

7. ASSISTING FAMILIES THAT CLAIM ILLEGAL DISCRIMINATION

A Discrimination Complaint Form shall be included in the Voucher Holders Package. The HA will provide oral instructions and written information concerning illegal discrimination and use of the form.

The HA will provide the Voucher Holder with the addresses and telephone numbers of the HUD Office of Fair Housing and Equal Opportunity, the NJ Division of Civil Rights, and Legal Services.

8. PROVISION OF FAMILY INFORMATION TO OWNERS

The HA shall give the owner:

- (1) The family's current address (as shown in the HA records); and
- (2) The name and address (if known to the HA) of the landlord at the family's current and prior address.
- (3) The HA shall give the family a statement of the HA policy on providing information to owners. The statement must be included in the information packet that is given to a family selected to participate in the program. The HA will give the same types of information to all families and to all owners.
- (4) Owners shall be advised that tenant screening is the responsibility of the owner .

9. DISAPPROVAL OF OWNERS

(a) The HA shall not approve a unit if the HA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

(b) When directed by HUD, the HA shall not approve a unit if:

(1) The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or

(2) A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

(c) In its administrative discretion, the HA may deny approval to lease a unit from an owner for any of the following reasons:

(1) The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 14370;

(2) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

(3) The owner has engaged in drug trafficking;

(4) The owner has a history or practice of non-compliance with the HQS for units leased under the tenant based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;

(5) The owner has a history or practice of renting units that fail to meet State or local housing codes; or

(6) The owner has not paid State or local real estate taxes, fines or assessments.

(d) For purposes of this section, "owner" includes a principal or other interested party.

10. SUBSIDY STANDARDS I UNIT SIZE

To determine the Voucher size for applicants, there shall be one bedroom/sleeping room for each two persons.

Separate bedrooms shall be approved for children of the opposite sex over the age of 5.

A child under the age of 4 shall not qualify for a separate bedroom.

11. FAMILY ABSENCE FROM DWELLING UNIT

The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit. The family must promptly notify the HA of absence from the unit of all family members for periods over 10 days.

The family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, for any reason. (24 CFR 982.312) Occupancy of the unit during the 180 day period of less than 30 days shall not be considered the re-occupancy of the unit. The consecutive day count shall be temporarily suspended, then resumed upon family absence.

In the case of imprisonment that is expected to last more than 180 days, and cause the absence of all family members, assistance shall be terminated upon move-out.

In the case of a vacation of all family members of over 60 days, the HA shall provide the family with a 30 day notice. If the unit is not re-occupied within 30 days, housing assistance shall be terminated.

Hospitalization and nursing home stays shall be subject to the 180 maximum.

The tenant and the HA shall promptly notify the landlord of all actions in this regard.

12. FAMILY BREAK-UPS

In the case of a family break-up, the decision to whom to provide assistance shall include the following considerations:

- a) Who has custody of minor children.
- b) Family members remaining in the unit
- c) Family members forced to leave the unit as a result of physical violence

13. INFORMAL REVIEW FOR APPLICANT

(a) **Notice to applicant.** The HA shall give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice shall contain a brief statement of the reasons for the HA decision. The notice shall also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review.

(b) **Informal review process.** The HA shall give an applicant an opportunity for an informal review of the HA decision denying assistance to the applicant. The HA review procedures shall include the following:

(1) The review shall be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person.

(2) The applicant shall be given an opportunity to present written or oral objections to the HA decision.

(3) The HA shall notify the applicant of the HA final decision after the informal review, including a brief statement of the reasons for the final decision.

(c) **When informal review is not required.** The HA is not required to provide the applicant an opportunity for an informal review for any of the following:

(1) Discretionary administrative determinations by the HA.

(2) General policy issues or class grievances.

(3) A determination of the family unit size under the HA subsidy standards.

(4) A HA determination not to approve an extension or suspension of a certificate or voucher term.

(5) A HA determination not to grant approval to lease a unit under the program or to approve a proposed lease.

(6) A HA determination that a unit selected by the applicant is not in compliance with HQS.

(7) A HA determination that the unit is not in accordance with HQS because of the family size or composition.

14) INFORMAL HEARING FOR PARTICIPANT

(a) When hearing is required

The HA shall give a participant family an opportunity for an informal hearing to consider whether the following HA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and HA policies:

(1) A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

(2) A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.

(3) A determination of the family unit size under the HA subsidy standards.

(4) A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HA

subsidy standards, or the HA determination to deny the family's request for an exception from the standards.

(5) A determination to terminate assistance for a participant family because of the family's action or failure to act.

(6) A determination to terminate assistance because the participant 1 family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules.

In the cases described in paragraphs (a)(1) (4), (5) and (6) of this section, the HA must give the opportunity for an informal hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract.

(b) When hearing is not required.

The HA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

- (1) Discretionary administrative determinations by the HA.
- (2) General policy issues or class grievances.
- (3) Establishment of the HA schedule of utility allowances for families in the program.
- (4) An HA determination not to approve an extension or suspension of a certificate or voucher term.
- (5) An HA determination not to approve a unit or lease.
- (6) An HA determination that an assisted unit is not in compliance with HQS. (However, the HA shall provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in § 982.551(c).)
- (7) An HA determination that the unit is not in accordance with HQS because of the family size.
- (8) A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

(c) Notice to family.

(1) In the cases described in paragraphs (a)(1), (2) and (3) of this section, the HA shall notify the family that the family may ask for an explanation of the basis of the HA determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

(2) In the cases described in paragraphs (a) (4), (5) and (6i) of this section, the HA shall give the family prompt written notice that the family may request a hearing. The notice shall:

- (i) Contain a brief statement of reasons for the decision,
- (ii) State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
- (iii) State the deadline for the family to request an informal hearing.

(d) Expeditious hearing process.

Where a hearing for a participant family is required under this section, the HA shall proceed with the hearing in a reasonably expeditious manner upon the request of the family.

(e) Hearing procedures

(1) ***Discovery By the Family.*** The family shall be given the opportunity to examine before the HA hearing any HA documents that are directly relevant to the hearing. The family shall be provided with copies of requested document at a cost of \$.10 per page. Any document not made available for examination on request of the family, shall not be used at the hearing.

(2) ***Discovery By the HA.*** The HA must be given the opportunity to examine at the HA offices before the HA hearing any family documents that are directly relevant to the hearing. The HA must be allowed to copy any such document at the HA's expense. If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing.

(3) ***Documents.*** The term "documents" includes records and regulations.

(4) ***Representation by family.*** At its own expense, the family may be represented by a lawyer or other representative.

(5) ***Hearing officer.*** The hearing shall be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person. The person who conducts the hearing shall regulate the conduct of the hearing in accordance with the HA hearing procedures.

(6) ***Evidence.*** The HA and the family shall be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

(7) ***Issuance of decision.*** The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

(8) ***Effect of decision.*** The HA is not bound by a hearing decision:

(1) Concerning a matter for which the HA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the HA hearing procedures.

(2) Contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

(3) If the HA determines that it is not bound by a hearing decision, the HA must promptly notify the family of the determination, and of the reasons for the determination.

(f) **Restrictions on assistance for non-citizens.**

The informal hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR 5.514, "Delay, Denial, or Termination of Assistance."

15. PAYMENTS OF AMOUNTS OWED BY FAMILY

Prior to being placed on the Waiting List, applicants that owe money to the HA or any other subsidized housing administrator, must pay the amount owed.

Participants that fail to report income increases in a timely manner shall pay retroactive charges over a period not to exceed 18 months.

At the discretion of the HA, participants that provide fraudulent information that affects the family contribution may be permitted to pay retroactive charges OR have assistance terminated.

16. SECURITY DEPOSITS

Security deposits may be collected up to an amount not to exceed private market practice and State law.

17. SPECIAL HOUSING TYPES

Housing assistance shall not be provided for Single Room Occupancy (SRO) housing.

Housing assistance shall not be provided for Shared Housing.

Housing assistance shall be provided for Congregate Housing and Independent Group Residences and Manufactured Homes provided that all HQS requirements are met.

18. VOUCHER PROGRAM PAYMENT STANDARDS

The HA shall maintain a payment standard schedule (see Appendix) for each bedroom size. The payment standards shall not be less than 90 percent nor more than 110% of the published Fair Market Rent (in effect when the payment standard schedule is adopted.)

The HA shall periodically assess the adequacy of the payment standards. The payment standard may be increased or decreased as deemed appropriate.

19. ONE-STRIKE AND YOU'RE OUT POLICY

The HA will complete a criminal background check on all applicants including other adult members in the household or any member for which criminal records are available.

The Authority may deny assistance to an applicant or terminate assistance to a participant family, if any member of the family commits:

- (1) Drug related criminal activity; or
- (2) Violent criminal activity

If the Authority seeks to deny or terminate assistance because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred within one year before the date that the Authority provides notice to the family of the determination to deny or terminate assistance.

The Authority shall not deny or terminate assistance for such use or possession by a family member, if the family member can demonstrate that he or she:

- (1) Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such impairment; and
- (2) Is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances.

The Authority shall require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.

In determining whether to deny or terminate assistance based on drug related criminal activity or violent criminal activity , the Authority shall deny or terminate assistance if the preponderance of the evidence indicates that a family member has engaged in such activity , regardless of whether the family member has been arrested or convicted .

The Authority shall permanently deny assistance to individuals convicted of manufacturing or producing methamphetamine ("speed")

The Authority shall immediately and permanently terminate assistance for participants convicted of manufacturing or producing methamphetamine ("speed").

20. Treatment of Income Changes Resulting From Welfare Program Requirements

If income is reduced because of a sanction imposed by a State funded Assistance Program (Welfare, Temporary Assistance to Needy Families -TANF), or because of fraud, the rent will not be reduced during the period of the income reduction.

Rent may be reduced if income is reduced because of the expiration of the time limit on receiving benefits or a situation in which a family has complied with the welfare program requirements but cannot obtain employment.

21. Minimum Rents

The HA shall charge a minimum rent of \$50.00

Exceptions to the minimum rent shall apply in hardship circumstances, which include: (1) the family has lost eligibility or is awaiting an eligibility determination for a Federal, state or local assistance program, (2) the family would be evicted as a result of the imposition of the minimum rent requirements, (3) the income of the family has decreased because of changes in circumstances including loss of employment, a death in the family has occurred, and other circumstances determined by the Authority.

The exemption shall not be provided if the hardship is determined to be temporary. The Authority shall not evict the family for non-payment of rent on the basis of hardship if the hardship is determined to be temporary during the 90-day period, beginning upon the date of the family's request for the exemption. During this 90-day period, the family must demonstrate that the financial hardship is of a long-term basis. If the family demonstrates that the financial hardship is of a long-term basis, the Authority shall retroactively exempt the family from the applicability of the minimum rent for the 90-day period.

If a family requests a hardship exemption, the minimum rent is suspended until a determination is made whether: there is a hardship covered by this policy, (b) the hardship is temporary or long-term. If the Authority determines that there is no hardship covered by this policy, the minimum rent is imposed, including back payments for minimum rent from time of suspension.

If the Authority determines that the hardship is temporary, the minimum rent also is, including back payment for minimum rent from the time of suspension. The family shall not be evicted for non-payment during the 90-day period commencing on the date of the family's request for exemption of the minimum rent in excess of the tenant rent otherwise payable. If necessary, a repayment agreement will be offered for any such rent not paid during the period. If the family thereafter

demonstrates that the financial hardship is of long-term duration, the Authority shall retroactively exempt the family from the minimum rent requirement.

22. Income Targeting

On an annual basis, 75% of all new admissions shall be applicants with incomes at or below 30% of the median income.

GUTTENBERG HOUSING AUTHORITY
SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM
FAIR MARKET RENTS
AND
VOUCHER PAYMENT STANDARDS

0 BEDROOM	\$ 742.00
1 BEDROOM	\$ 876.00
2 BEDROOMS	\$1,020.00
3 BEDROOMS	\$1,297.00
4 BEDROOMS	\$1,427.0

Rent Policies

The Authority shall calculate rent in accordance with mandatory HUD requirements.

The Authority shall not provide any "optional deductions".

The minimum tenant rent shall be \$50.00

Additional information regarding rent policies is contained in the Admissions and Occupancy Policy.

Management Policies

NOT APPLICABLE

The Guttenberg Housing Authority is classified by the U.S. Department of Housing and Urban Development as a "High Performer" in accordance with the Public Housing Management Assessment Program (PHMAP). This plan element is not required.

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG

GRIEVANCE PROCEDURE

I. Definitions

- a. Grievance shall mean any dispute, which a tenant may have with individual tenant's lease or HA regulations which adversely affect the individual tenant's rights, duties, welfare or status.
- b. Complainant shall mean any tenant whose grievance is presented to HA or at the project office in accordance with section 3.
- c. Element of due process shall mean an eviction action or a termination of tenancy in a state or local court which the following procedural safeguards are required.
 - 1. Opportunity for the tenant to examine all relevant documents, records and regulations of the HA prior to the trial for the purpose of preparing a defense.
 - 2. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction.
 - 3. Right of the tenant to refute the evidence presented by the HA including the right to cross examine witnesses and to present any affirmative legal or equitable defense the tenant may have.
 - 4. A decision on the merits.
- d. Hearing Officer shall mean a person selected in accordance with section 3 of this subpart to hear grievance and render a decision with respect thereto.
- e. Tenant shall mean any lessee or the remaining head of the household of any tenant family residing in housing accommodations covered by this part.

II. Informal settlement of grievance

Any grievance shall be personally presented, either orally or in writing to the HA so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to

the tenant and one retained in the tenant file. The summary shall specify the name of the participants, dates of meetings, the nature of the proposed disposition of the complaint and specific reasons therefore, and specify the procedure by which a hearing under section 3 may be obtained if the complainant is not satisfied.

3. Procedure to obtain a hearing

a. Request for a hearing

The complainant shall submit a written request for a hearing to the HA within 15 days after receipt of summary discussion pursuant to section 2. The written request shall specify the reason for the grievance and the action or relief sought.

b. Selection of a hearing officer

Grievance shall be presented before a hearing officer. A hearing officer shall be selected as follows:

The hearing officer shall be an impartial, disinterested person selected by the HA Executive Director. In the event that the Executive Director was involved in the initial determination, the Chairperson of the HA shall select the hearing officer. The hearing officer may not be a subordinate of the person who made the initial determination.

c. Failure to request a hearing

If the complainant does not request a hearing in accordance with this paragraph then the HA's disposition of the grievance becomes final, provided that failure shall not constitute a waiver by the complainant of his right to contest the HA action in an appropriate judicial proceeding.

d. Hearing Prerequisite

All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in section 2 as a condition precedent to a hearing under this section provided that if the complainant shall show good cause why he failed to proceed in accordance with section 2 to the hearing officer.

e. Escrow deposit

Before a hearing is scheduled in any grievance involving the amount of rent the HA claim is due, the complainant shall pay to the HA an amount equal to the amount of the rent payable as of the first of the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in escrow account until the complaint is resolved.

f. Scheduling of hearings

Upon complainant's compliance with paragraph A, D and E of this section, a hearing shall be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the complainant and the HA. A written notice specifying the time, place and procedures governing the hearing shall be delivered to the complainant and the appropriate HA official.

g. Non-applicable situations

The Grievance Procedure shall not be applicable to residents in cases involving termination of tenancy for any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the HA; or any drug related criminal activity on or off the premises.

4. Procedures governing the hearing

- a. The hearing shall be held before a hearing officer as appropriate.
- b. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
 1. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations that are relevant to the hearing.
 2. The right to be represented by counselor other person chosen as his or her representative.
 3. The right to a private hearing unless the complainant requests a public hearing.

4. The right to present evidence and arguments in support of his or her complaint to controvert evidence relied on by the HA and to cross-examine all witnesses on whose testimony or information the HA relies.
 5. A decision based solely and exclusively upon the facts presented at the hearing.
- c. The hearing officer may render a decision preceding with the hearing if the hearing officer or other panel determine that the issue had been previously decided in another proceeding.
 - d. If the complainant or the HA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing not to exceed five business days or make a determination that the party has waived his right to a hearing. Both parties shall be notified of the determination by the hearing officer, provided that the complainant has waived his right to a hearing shall not constitute a waiver of his or her right to contest HA's disposition in an appropriate judicial proceeding.
 - e. The hearing shall be conducted informally by the hearing officer.
 - f. The complainant or the HA may arrange, in advance and at the expense of the party making the arrangements, for a transcript of the hearing.

5. Decision of the hearing officer

- a. The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of that decision shall be sent to the complainant and the HA. The HA shall retain a copy of the decision in the tenants folder. A copy of such decision will have all names and identifying references deleted, shall also be maintained on file by the HA and make available for inspection by, if prospective complainant, or hearing officer.
- b. The decision of the hearing officer shall be binding on the HA unless the H.A Board of commissioners determines within a reasonable time, and promptly notifies the complainant of its determination that:
 1. The grievance does not concern HA action or failure to act in accordance with or involving the complainant's lease or HA regulations, which affect complainant's rights, duties, welfare or status.
 2. The decision of the hearing officer is contrary to applicable federal, state or local law, HUD regulations and requirements of the annual contributions contract between BUD and the HA-

c. A decision by the hearing officer or Board of Commissioners in favor of the HA shall not constitute a waiver or rights of complainant to judicial review in any judicial proceedings.

6. HA Eviction Actions

Any notice to vacate (or quit) which is required by State or local law may be combined with or run concurrently with the notice of lease termination which informs the tenant of their right to a grievance hearing.

When the Authority is required to offer the tenant the opportunity for a grievance hearing for a grievance concerning lease termination, the tenancy shall not terminate until the period to request a hearing has expired or the grievance process has been completed.

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPHF) Part I: Summary			Federal FY of Grant: 2003		
PHA Name: Guilbertburg - Housing Authority		Grant Type and Number: Capital Fund Program Grant No: NU35H03620103		Replacement Housing Factor (RHF) No:	
Original Annual Statement: Performance and Evaluation Report for Period Ending:		Revised Annual Statement (revision no:)		Final Performance and Evaluation Report	
Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost		
1	total non-CFP Funds				
2	1408 Operations				
3	1408 Management Improvements	\$5,000.00			
4	1410 Administration	\$59,620.00			
5	1411 Audit				
6	1415 Leased/Damaged Damages				
7	1430 Fees and Costs	\$48,173.00			
8	1440 Site Acquisition				
9	1450 Site Improvement	\$240,000.00			
10	1460 Dwelling Structures	\$329,444.00			
11	1465, 1 Dwelling Equipment/Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	\$15,000.00			
14	1485 Demolition				
15	1480 Refurbishment/Repairs				
16	1482 Move to Work Demonstration				
17	1485 1 Relocation Costs				
18	1489 Development Activities				
19	1507 Collaboration or Debt Service				
20	1502 Cancellation				
21	Amount of Annual Grant/Loan of lines 2-20)	\$596,207.00			
22	Amount of line 21 Related to LBP Acquired				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security - rent costs				
25	Amount of line 21 Related to Security - Hand Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Capital Fund Program Five-Year Action Plan

Part I: Summary

[illegible]

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages-Work Activities N

Activities for Year 1 2006	Activities for Year 2 FY Grant: PFA FY 2004			Activities for Year 3 FY Grant: PFA FY 2005		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost	
NUS-1	--	\$2,000	NUG-1	New Windows	\$200,000.00	
NUS-2	Apt. Renovation PH II	\$488,412.00	NUG-2		\$0.00	
NUG-3	--	\$0.00	NUG-3	New Floors	\$90,000.00	
NUG-4		\$0.00	NUG-4	Ceiling Structure	\$108,414.00	
PHA-VME	Management Improvmt	\$5,000.00	PHA-VME	Management improvmt	\$5,000.00	
PIA-VME	Administration	\$58,820.00	PHA-VMS	Administration	\$58,820.00	
PHA-VME	Fees and Costs	\$49,733.00	PHA-VME	Fees and Costs	\$48,173.00	
PHA-WDE	Hon-Dwelling Equipment	\$15,000.00	PIIA WDE	Hon-Dwelling Equipmenr	\$15,000.00	

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages-Work Activities NJ39P03650103

Activities for Year: 4 FFY Grant: PHA FY: 2006			Activities for Year: 5 FFY Grant: PHA FY: 2007		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
NJ36-1	Common Areas	\$130,000.00	NJ36-1	--	\$0.00
NJ36-2	Windows	\$300,000.00	NJ36-2	Upgrade Heating	\$373,173.00
NJ36-3	Common Areas	\$38,414.00	NJ36-3	Replacing Radiators Phase I	\$95,414.00
NJ36-4	--	\$0.00	NJ36-4	--	\$0.00
PHA-Wide	Management Improvmt.	\$5,000.00	PHA-Wide	Management Improvmt	\$5,000.00
PHA-Wide	Administration	\$58,620.00	PHA-Wide	Administration	\$58,620.00
PHA-Wide	Fees and Costs		PHA-Wide	Fees and Costs	
PHA-Wide	Non-Dwelling Equipment		PHA-Wide	Non-Dwelling Equipment	
Total CFP Estimated Cost		\$596,207.00			\$696,207.00

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

PHA Name: Guttenberg Housing Authority		Grant Type and Number Capital Fund Program Grant No: N329P03650103 Replacement Housing Forcior Grant No:			Federal FY of Grant: 2003		
Development Number Name/PA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No.	Quantity	Total Estimated Cost	Total Actual Cost	Shutue of work	
				Original	Revised	Funds Obligated	Funds Expended
PA-Wide	Management Improvements	1438		\$5,000.00			
PA-Wide	Administration	1470		\$59,620.00			
	Fast and Cooks	1430		\$48,173.30			
PA-Wide	A/E Fees	1430	LS	\$67,473.30			
PA-Wide	Administrative Coordinator	1430	LS	\$10,700.00			
	Site Improvements	1430		\$240,000.00			
N326-1,2,3,84	Wall Fencing & Parking Areas	1450	LS	\$240,000.00			
	Dwelling Structures	1460		\$229,414.00			
N326-2	New Windows	1460	LS	\$110,000.00			
N326-2	Appt. Renovation Phase I	1460	LS	\$119,414.00			
PA-Wide	Non-Dwelling Equipment	1475		\$15,000.00			

**Annual Statement of Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHE)
Part III: Implementation Schedule**

[illegible]

Progress Report for Fiscal Year 4/1/02

The Authority has maintained a high level of performance in the following areas:

- **Maintained a 0% vacancy rate in public housing**
- **Maintained Tenants Accounts Receivables of less than 10%**
- **Maintained a 90% lease Ratio in the Section 8 Program**

The Authority has completed the conversion from Section 8 Certificates to Vouchers

The following capital improvements have been made:

Macaluso Towers

- **Cement repairs**
- **Heating system repairs**

Centennial Towers

- **Cement repairs**
- **Heating system repairs**

Golden Gardens

- **Cement repairs**

Herman G. Klein Towers

- **Emergency Alert System**
- **Boiler replacement**
- **Heating system repairs**

The Authority continues to thoroughly screen applicants in accordance with the One Strike Policy

Demolition and Disposition

NOT APPLICABLE

The Authority does not intend to demolish or dispose of any Public Housing Units.

Designated Housing

NOT APPLICABLE

The Authority has no plans at the present time to designate housing exclusively for the elderly or disabled.

Conversion of Public Housing to Tenant Based Assistance

NOT APPLICABLE

The Authority has no intentions to convert Public Housing to tenant based assistance.

Homeownership

NOT APPLICABLE

The Authority does not intend to convert any Public Housing units to homeownership.

The Authority will encourage residents to pursue homeownership opportunities in the private market.

Self-Sufficiency

NOT APPLICABLE

The Guttenberg Housing Authority is classified by the U.S. Department of Housing and Urban Development as a "High Performer" in accordance with the Public Housing Management Assessment Program (PHMAP). This plan element is not required.

Civil Rights Certification

The Guttenberg Housing Authority certifies that it will carry out its plan in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and title II of the Americans with disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and also certifies that it will affirmatively further fair housing.

The Housing Authority proposes to assure compliance with this certification by systematically reviewing all policies and procedures and identifying any and all impediments to fair housing choice within its programs. If any are uncovered, the Authority will address those impediments in a reasonable fashion in view of the resources available, and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement. The Authority will maintain records reflecting these analyses and actions when required.

Barbara P. Criscione

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG

PET POLICY

This policy sets forth rules for the keeping of common household pets by tenants of all the Guttenberg Housing Projects, NJ36-1,2,3 & 4

I. **Definition of Pet is defined as:**

- A. One domesticated shorthaired dog not exceeding 20 pounds in weight at maturity and meeting other requirements of this policy.
- B. One domesticated cat meeting all requirements of this policy.
- C. Fish in one approved tank not exceeding 20 gallons of water.
- D. One or a pair of domesticated small birds in an approved cage no larger than parakeets, canaries or finches.
- E. One large domesticated bird in an approved cage not to exceed 15 inches.
- F. One hamster in an approved cage.
- G. One gerbil in an approved cage.
- H. One guinea pig in an approved cage.

No snakes or reptiles of any kind.

No other living creatures shall be construed as a pet.

II. **Pet Permit**

Prior to placing a pet into residency in any Housing Authority Administered Housing, applicant tenant must file an application for Pet Permit. A Pet Permit will be issued only after all initial conditions of this Policy have been met. Permit Fee of \$10.00 must be paid upon permission of the application for Pet Permit.

III. **Conditions for Pet Permit and Addendum to Lease Permitting a Pet.**

Tenant will be permitted no more than one pet at a time. Tenant must comply with the following conditions and enter into an addendum to the Lease Agreement with the Housing Authority of the Town of Guttenberg Management:

- A. Housing Authority will take photographs of pet to be kept in tenants file.
- AI. It will be grounds for eviction for tenant to have any other animal other than the registered photographed animal in their apartment.
- B. Tenant must file a certificate that the dog has been registered by the Town of Guttenberg in accordance with local ordinance each year.
- C. Tenant must file evidence in the form of an acceptable certificate that the dog or cat is in good health and has been inoculated for distemper and rabies and that the inoculation is current each year and that the pet is not pregnant and has been spayed or neutered.

In the event the pet is too young to be spayed or neutered, Tenant agrees to provide evidence of same by the pet's 1st birthday.

- D. Tenant must sign a statement that Tenant assumes all personal financial responsibility for damage to any personal or project property caused by pet and assumes personal responsibility for personal injury to any party caused by said pet.
- E. Applicant must certify and agree to the general terms and conditions concerning the management of said pet and acknowledge that the addendum to the lease may be made null and void for failure to follow pet management rules.
- F. Prior to the execution of an addendum to the lease permitting a pet, Tenant must post a pet security deposit of \$100.00 for a cat, \$250.00 for a dog or \$25.00 for _____ caged bird(s) or one twenty gallon fish tank, or one hamster or one gerbil in an approved cage or one guinea pig in an approved cage listed as above. Said security deposit will be applied to damages caused by pet upon Tenant vacating apartment, together with assessment to Tenant for any deficiency in the amount of the deposit as applied to specific damages.
- F1. Residents of NJ36-4 with a cat or dog who have paid the \$100.00 security deposit or those who have paid \$25.00 security deposit for birds or a fish tank listed on the previous Pet Policy will be grandfathered in for the current pet. If the current pet passes away, the tenant will be subject to the new fees stated in this policy unless current tenant previously had a pet of the same type in which Security Deposit was not refunded. Present pet will have to be photographed by the Housing Authority and must comply with other required documentation.

There was no previous Pet Policy for tenants of NJ36-1,2 & 3 but two birds in approved cage were listed in Section 13D of their lease. Therefore, those tenants with 1 or 2 small birds will not be required to pay the \$25.00 Security Deposit at this time and will be grand-fathered in. Present birds must be photographed by the Housing Authority. Tenant must notify the Housing Authority if the present birds pass away and \$25.00 Security will be charged for any replacement birds. Tenants will be required to abide by the other regulations set forth in the new Pet Policy adopted at the 9/11/00 Housing Authority Meeting.

- G. Tenant must file the names, addresses, and phone numbers of two responsible parties who, in case of emergency, will take care of or remove the pet from the premises (To be updated annually at regular re-examination). If it is not possible for Management to reach these parties, or if they are not willing to take care of or remove the pet, Management may enter the premises, remove the pet, and place it in a pet facility for a maximum of five days at Tenants expense. Thereafter, the pet will be transferred to an animal shelter. Any pet may also be removed by Management if it is construed as a threat to other Tenants.
- H. Tenants that will be absent from their apartment for more than 24 hours must make provisions to have someone care for the pet off the Housing Authority premises unless it is another tenant residing in the same building.

IV. **Pet Management Plan**

- A. Tenant may keep no more than one cat, or one dog, or two small caged birds, or one large bird or one 20-gallon fish tank or one hamster or one gerbil or one guinea pig.
- B. A dog or a cat is to be confined to the apartment unless on a leash. Pets are not permitted in any of the common areas or grounds of any of the Housing Authority projects. Leashed pets are to be taken through the Rear Exit.
- C. Tenant acknowledges responsibility for the cleanliness of the pet and the removal of pet waste from the building daily by:
 - 1. Cats must have litter boxes, which must be emptied twice a week.
 - 2. Placing cat litter waste into plastic bag, tying said bag to prevent leakage and depositing in trash chute.
 - 3. Placing dog on leash and walking it off the Housing Property and removing pet waste from area in plastic bag, tying said bag to prevent leakage and depositing in trash chute.

4. Cleaning up pet residue, hair, seeds, feathers with tenant owned vacuum cleaner so that apartment is kept clean and free from odors.
5. Preventing the pet from damaging property and assuming all liability where said pet contributes to or causes property or personal damage.
6. Managing pet in such a way that it does not cause continual complaints from other tenants regarding its behavior or activities.
7. Certifying that cat or dog is not pregnant and has been spayed or neutered. If pet is a young cat or dog, Tenant must agree to have pet spayed or neutered as soon as it reaches reproductive maturity and to provide Management with a Veterinarian's certification of the procedure.
8. Keeping pet free from fleas or ticks.
9. Only Senior Citizen, physically handicapped or disabled tenants are permitted to use the elevator to take the animal in or out of the building.
Any tenant that would like to have a dog rather than one of the other pets listed will have to wait until an apartment on one of the specified floors listed in the Pet Policy are vacant or request a present tenant on one of the floors to switch apartments with them. Changing of apartments must be at tenant's own expense with Housing Authority approval.

All documentation must be presented annually at the annual re-examination.

V. Limit on Floor of the Housing Authority Building Where Dogs May Be Kept As Follows:

400-68th Street and 136-69th Street, 1st floor, 6900 Broadway, 1st & 2nd Floors, 7005 Boulevard East, 2nd Floor.

Other listed pets can be kept in apartments on any floor.

VI. Inspection of Apartment

Tenant agrees that the apartment will be available for inspection for compliance with the pet policy at any time 9:00 a.m. and 4:00 p.m. Monday through Friday, on 24-hour notice unless it is deemed an emergency or it is suspected that the tenant has an illegal pet.

VII. Termination of the Pet Permit

- A. The termination of Pet Permit permitting a pet will occur upon the death of the pet or upon its permanent removal from the premises. Substitution of another pet will not be allowed, unless approved by the Housing Authority and all documentation received and pictures taken by the Housing Authority.
- B. The following conditions may be considered cause for the termination of the pet permit.
 1. Pet has caused damage to apartment, common areas, personal property, or persons.
 2. Pet has bitten, scratched, menaced such as growling, barking or jumping on other tenants or caused injury to any person.
 3. Pet makes sounds that are generally annoying to tenants or Management.
 4. Pet defecates or urinates in apartment or common areas or common grounds.
 5. Pet is found out of control of tenants; such as, dog or cat off leash, or any pets not caged.
 6. Town of Guttenberg license has expired.
 7. Inoculations are not current.
 8. Management has determined that the pet is a danger and a hazard to the health and safety of tenants, Management, or guests due to consistent odors, fleas or any of the above.

- C. In the event the Pet Permit is terminated, the tenant must remove the pet from the apartment. Failure to do so will constitute grounds for the tenant's eviction.

III Death of Pet

In the event of death of pet, tenant shall be responsible for arranging for burial or other disposal, off the premises.

No visiting pets will be allowed in any Guttenberg Housing Authority Buildings.

ADDENDUM TO LEASE AGREEMENT WITH THE HOUSING OF THE TOWN OF GUTTENBERG, MANAGEMENT, AND _____, TENANT, DATED _____, FOR PREMISES AT _____, APARTMENT _____, GUTTENBERG, NEW JERSEY, TO PERMIT TENANT TO KEEP A PET.

I, _____, understand and agree to comply with the terms and conditions of the pet policy of the Housing Authority of the Town of Guttenberg, as it may be amended.

1. Management will hold the pet security deposit for the period tenant occupies the apartment. After Tenant has moved from the apartment, Management will determine whether Tenant is eligible for a refund of any or all of the pet security deposit, and will make such refund within 30 days. The pet security deposit will be held at the First Union Bank, N/A, N.J. Rent Security Control Center, 100 Fidelity Plaza, New Brunswick, NJ 08905, with your rent security, in an interest bearing account.
2. Tenant agrees to apply for pet permit with the Guttenberg Housing Authority before any pet may occupy the apartment.
3. Tenant agrees to file a certificate that the pet has been registered by the Town of Guttenberg in accordance with local ordinance.
4. Tenant agrees to have dogs or cats spayed or neutered and to keep the pet properly inoculated for rabies or distemper and will annually file proof that such inoculations are current.
5. Tenant agrees to assume all personal financial responsibility for damage to any personal or project property caused by the pet and assumes personal responsibility for personal injury to any party caused by pet.
6. Tenant hereby certifies and agrees to comply with the Housing Authority's Pet Policy and understands and acknowledges that this addendum to the lease may be terminated for failure to follow and abide by the pet policy.
7. Tenant agrees to provide the names, addresses, and phone numbers of two responsible parties who, in case of emergency, will take care of or remove the pet from the premises and will update the information annually at time of regular re-examination.
8. Tenant agrees to pay for any and all costs for the care of the pet in a pet care facility, if it becomes necessary, in the event of an emergency.
9. Tenant agrees to make the apartment available for inspection, between 9:00 a.m. and 4:00 p.m., Monday through Friday, with a 24-hour notice unless it is an emergency or it is suspected that they have an unauthorized pet.
10. Description of pet.

11. Tenant agrees to have pet photographed by the Guttenberg Housing Authority.

The Pet Permit may be terminated if Tenant's right of occupancy is lawfully terminated. If the conditions and terms of this lease addendum, or those of the pet policy, are violated in any way by Tenant, Tenant's Household or Tenant's guests, the Housing Authority may, in its discretion, revoke the Pet Permit or terminate the tenant's lease for failure to comply with this policy.

Date: _____

TENANT:

Date: _____

MANAGEMENT:

HOUSING AUTHORITY OF THE

**TOWN OF GUTTENBERG
6900 BROADWAY
GUTTENBERG, NJ 07093**

(201) 861-0900

PET PERMIT APPLICATION

Project Name _____ Date _____

Resident Name _____ Apt. # _____

Type of permit requested:

1 Large Bird _____ Small Birds _____ One 20 Gallon Fish Tank _____
One Cat _____ One Dog _____ One Hamster _____ One Gerbil _____
One Guinea Pig _____.

Age of Pet : Month _____ / Year of Birth _____

Date, pet is expected to be brought to the apartment _____

Pet Security Deposit is required as follows:

Cat \$100.00

Others \$25.00

Dog \$250.00

Municipal License Effective Date: _____

I designate _____
Name Address Phone

Name Address Phone

as responsible parties to care for my pet in case of my absence or in an emergency.

Proof of good health received. _____

Proof of Spayed or Neutered received _____

By _____
Resident Signature

DO NOT WRITE BELOW THIS LINE

Date Application received _____ BY _____

Policy Explained to tenant by _____

Amount of Pet Security Deposit _____

Apartment inspected for housekeeping Yes _____ No _____

Approved by _____

Rejected by _____ Reason _____

Date Permit Issued _____ Permit # _____

Civil Rights Certification

The Guttenberg Housing Authority certifies that it will carry out its plan in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and title II of the Americans with disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and also certifies that it will affirmatively further fair housing.

The Housing Authority proposes to assure compliance with this certification by systematically reviewing all policies and procedures and identifying any and all impediments to fair housing choice within its programs. If any are uncovered, the Authority will address those impediments in a reasonable fashion in view of the resources available, and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement. The Authority will maintain records reflecting these analyses and actions when required.

Barbara P. Criscione
Executive Director
Guttenberg Housing Authority

Date

Asset Management

NOT APPLICABLE

The Guttenberg Housing Authority is classified by the U.S. Department of Housing and Urban Development as a "High Performer" in accordance with the Public Housing Management Assessment Program (PHMAP). This plan element is not required.

REPORT ON AUDIT

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG

Guttenberg, New Jersey

Twelve Months Ended March 31, 2002 and 2001

WILLIAM B. O'NEILL
CERTIFIED PUBLIC ACCOUNTANT
HUNTINGDON V ALLEY, PENNSYLVANIA

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Management' s Discussion and Analysis

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WILLIAM B. O'NEILL
Certified Public Accountant
1035 OLD FORD ROAD
HUNTINGDON VALLEY , PA 19006

Office 215-379-0680

Fax 215-379-0806

**UNQUALIFIED OPINION ON GENERAL PURPOSE FINANCIAL STATEMENTS AND SUPPLEMENTARY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS -GOVERNMENT ENTITY**

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners Housing Authority of the
Town of Guttenberg
Guttenberg, New Jersey

I have audited the accompanying Comparative Statements of Net Assets of the Housing Authority of the Town of Guttenberg, herein referred to as the Authority, as of and for the years ended March 31, 2002 and 2001 and the related Comparative Statements of Activities and Cash Flows for the years then ended. These general purpose financial statements are the responsibility of the Authority's management. My responsibility is to express an opinion on these general purpose financial statements based on my audit.

I conducted my audit in accordance with generally accepted' auditing standards in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes the examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statements presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the general purpose financial statements referred to above, present fairly, in all material respects, the financial position of the Authority at March 31, 2002 and 2001 and the results of its operations and changes in its fund equity and cash flows for the years indicated
above, in conformity with generally accepted accounting principles in the United States of America.

As described in NOTE 1 to the general purpose financial statements, the Authority adopted the provisions of Governmental Accounting Standards Board Statement No.34, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments as of March 31, 2002. This results in a change to the Authority's method of accounting for certain revenues and a change in the format and content of the general purpose financial statements.

In accordance with Government Auditing Standards, issued by the Comptroller General of the United States, I have also issued my report dated June 5, 2002, on my consideration of the Authority's internal control over financial reporting and my tests of its compliance with certain provisions of laws, regulations, contracts and grants. This report is an integral part of an audit performed in accordance with Government Auditing Standards, issued by the Comptroller General of the United States and should be read in conjunction with this report in considering the results of my audit.

The Management's discussion and Analysis as detailed in this Report, are not a required part of the general purpose financial statements but is supplementary information required by the Governmental Accounting Standards Board. I have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. However, I did not audit the information and express no opinion on it.

My audit was also performed for the purpose of forming an opinion on the general purpose financial statements of the Authority, taken as a whole. The supplemental information contained in this Report, is presented for purposes of additional analysis, and is not a required part of the general purpose financial statements. Also, the supplemental information contained in the Report on the schedule of Federal awards is required by the US Office of Management and Budget(OMB), Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and is not a required part of the general purpose financial statements.

Lastly, the supplemental information on the accompanying Financial Data Schedule is presented for purposes of additional analysis and is not a required part of the general purpose financial statements. Such supplementary information has' been subjected to the auditing procedures applied in the audit of the general purpose financial statements, and in my opinion, is fairly stated in all material respects in relation to the general purpose financial statements taken as a whole.

WILLIAM B. O'NEILL
CERTIFIED PUBLIC ACCOUNTANT
June 5, 2002
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MANAGEMENT'S DISCUSSION AND ANALYSIS at March 31,2002

As Management of the Authority, we offer readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the fiscal year ended March 31,2002. We encourage readers to consider the information presented here in conjunction with the Authority's financial statements as presented elsewhere in this Report.

A -Financial Highlights

- 1 -The assets of the Authority exceeded its liabilities at the close of the most recent fiscal year if by \$9,232,021.00(net assets) as opposed to \$8,573,100.00, for the prior fiscal year.
- 2- As of the close of the current fiscal year, the Authority's Proprietary Fund reported ending Unrestricted Net Assets of\$1,527,261.00.
- 3 -The Authority's cash and cash equivalent and investment balance at March 31, 2002 was ; \$1,605,435.00 representing a decrease of \$52,896.00 from the prior fiscal year.
- 4- The Authority had Total Operating Revenues of \$2,937,272.00, and Total Operating 1 Expenses of \$3,094,504.00 for the year ended March 31,2002. ;i
- 5- The Authority's capital outlays for the fiscal year were \$780,373.00.
- 6- The Authority's Expenditures of Federal Awards amounted to \$2,713,195.00 for the fiscal year.

B -Using the Annual Report

1- Management's Discussion and Analysis

The Management's Discussion and Analysis is intended to serve as an introduction to the Authority's general purpose financial statements. The Authority's general purpose financial statements and. Notes to Financial Statements included in. this Resort were prepared in accordance with GAAP applicable to governmental entitles in the United States of America for Proprietary Fund types

2 -General Purpose Financial Statements

The general purpose financial statements are designed to provide readers with abroad overview of the Authority's finances, in a manner similar to a private-sector business. They consist of Comparative Statements of Net Assets, Comparative Statements of Activities and Comparative Statements of Cash Flows.

The Comparative Statements of Net Assets present information on all the Authority's assets and liabilities, with the difference between the two reported as net assets. Increases or decreases in net assets will serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating.

MANAGEMENT'S DISCUSSION AND ANALYSIS –CONTINUED

The Comparative Statements of Activities present information showing how the Authority's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of unrelated cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., depreciation and earned but unused vacation leave).

The general purpose financial statements report on the Authority's activities. The activities " are primarily supported by HUD subsidies and grants. The Authority's function is to , provide decent, safe and sanitary housing to low income and special needs populations. "" The general purpose financial statements can be found on Schedules 1, 2 and 3 included in this Report.

3 -Notes To Financial Statements

The Notes to Financial Statements provide additional information that is essential to a full understanding of the data provided in the general purpose financial statements. The Notes to Financial Statements can be found in this Report after the general purpose financial statements.

4 -Supplemental Information

The schedule of expenditures of Federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-profit Organizations. The schedule of expenditures of Federal awards can be found on Schedule 6 of this report.

C -The Authority as a Whole

The Authority's Net Assets increased during the fiscal year as detailed below. The Authority's revenues are primarily subsidies and grants received from HUD. The Authority receives subsidies each month based on a pre-approved amount by HUD. Grants are drawn down based on need against a pre-authorized funding level. The Authority's revenues were sufficient to cover all expenses, excluding depreciation during the fiscal year-

By far, the largest portion of the Authority's net assets reflects its investment in capital ii assets (e.g., land, buildings, equipment and construction in progress). The Authority uses these capital assets to provide housing services to its tenants, consequently, these assets are not available for future spending. The unrestricted net assets of the Authority are available for future use to provide program services.

MANAGEMENT'S DISCUSSION AND ANALYSIS -CONTINUED

Computations of Net Assets are as follows:

	Year Ended	
	<u>3/31/02</u>	<u>3/31/01</u>
Cash and Other Assets	\$1,907,628.00	\$1,824,942.00
Capital Assets -Net	7,704, 760.00	7,200,041.00
Total Assets	9,612,388.00	9,024,983.00
Less: Total Liabilities	(380.367.00)	(451.883.00)
Net Assets	\$9,232.021.00	\$8,573.100.00
Invested in Capital Assets	\$7,704,760.00	\$7,200,041.00
Unrestricted Net Assets	1,527.261.00	1,373.059.00
Total Net Assets	\$9,232.021.00	\$8,573.100.00

Computations of Changes in Net Assets are as follows:

	Year Ended	
	<u>3/31/02</u>	<u>3/31/01</u>
<u>Revenues</u>		
Tenant Revenues	\$ 958,545.00	\$ 956,888.00
HUD Subsidies	1,939,209.00	1,964,391.00
Other Revenues	39,518.00	38,428.00
Total Operating Revenues	2,937.272.00	2,959.707.00
<u>Expenses</u>		
Total Operating Expenses	1,555,774.00	1,608,216.00
Housing Assistance Payments	1,263,076.00	1,256,248.00
Depreciation Expense	275.654.00	274.307.00
Total Operating Expenses	3,094.504.00	3,138.771.00
Deficiency of Operating Revenues Over Expenses	(157,232.00)	(179,064.00)
<u>Non-Operating Revenues</u>		
Interest on Investments	<u>47,669.00</u>	<u>77,873.00</u>
Deficiency of Revenues over Expenses Before Capital Grants Received	(109,563.00)	(101,191.00)
Capital Grants		
HUD Capital Grants	773,986.00	731.017.00
Excess of Revenues over Expenses	664,423.00	629,826.00
Net Assets -Prior	8,573,100.00	7,885,956.00
Prior Period Adjustments	(5,502.00)	57.318.00
Total Net Assets	<u>\$9,232.021.00</u>	<u>\$8,573.100.00</u>

MANAGEMENT'S DISCUSSION AND ANALYSIS -CONTINUED

D -Budgetary Highlights

For the year ended March 31,2002, individual program or grant budgets were prepared by the Authority and were approved by the Board of Commissioners. The budgets were primarily used as a management tool and have no legal stature. Also, the Authority adopted a comprehensive annual budget for the General Fund. The budgets were prepared in accordance with the accounting procedures prescribed by the applicable funding agency.

As indicated by the excess of revenues over expenses, when adjusted by depreciation expense, the Authority's Net Assets increased during the fiscal year. This increase is indicative of the Authority operating within its budgetary limitations in total, for all its programs.

E -Capital Assets and Debt Administration

1 -Capital Assets

As of March 31,2002, the Authority's investment in capital assets for its Proprietary Fund was \$7,704,760.00 (net of accumulated depreciation). This investment in capital assets includes land, buildings, equipment and construction in progress.

Major capital assets purchased from grants of \$773,986.00, during the fiscal year pertained to expenditures made in accordance with the Authority's Comp Grant and Capital Fund Programs. These activities are funded by grants from HOD.

Additional information on the Authority's capital assets can be found in NOTE 5 to the Financial Statements, which is included in this Report.

2 -Long Term Debt

The Authority does not have any long-term debt at this time.

F -Economic Factors and Next Year's Budgets and Rates

The following factors were considered in preparing the Authority's budget for the fiscal year ending March 31, 2003.

1 -The state of the economy, particularly after the September 11, 2001 tragedy.

2 -The need for Congress to fund the war on terrorism and the possible cut-back on HUD subsidies and grants.

3 -The use of the Authority's Unrestricted Net Assets of \$1,527,261.00 to fund any shortfalls rising from a possible economic downturn and reduced subsidies and grants. The Authority's Unrestricted Net Assets appear sufficient to cover any shortfall.

MANAGEMENT'S DISCUSSION AND ANALYSIS -CONTINUED

G -Contacting the Authority's Financial Management

The financial report is designed to provide a general overview of the Authority's finances for ~l those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Executive Director, Housing Authority of the Town of Guttenberg, 6900 Broadway, Guttenberg, New Jersey 07093, or call 201-861-0900.

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG
Guttenberg, New Jersey

COMPARATIVE STATEMENTS OF NET ASSETS I at March 31, 2002 and 2001

	<u>3/31/02</u>	<u>3/31/01</u>
ASSETS		
Cash and Cash Equivalents	\$ 1,605,435.00	\$ 1,458,331.00
Accounts Receivable -Net	242, 150.00	110,001.00
Investments		200,000.00
Prepaid Expenses and Other Assets	37,089.00	33,708.00
Inventories	22,954.00	22,902.00
Capital Assets -Net	7,704,760.00	7,200,041.00
Total Assets	9,612,388.00	9,024,983.00
LIABILITIES		
Accounts Payable	24,753.00	27,941.00
Accounts Payable -HUD	49,794.00	84, 135.00
Accounts Payable -Other Government	55,535.00	99,274.00
Tenant Security Deposits	60,506.00	59,274.00
Deferred Revenues	132,975.00	130,826.00
Noncurrent Liabilities:		
Due Within One Year	5,679.00	5,043.00
Due In More Than One Year	51, 125.00	45,390.00
Total Liabilities	380,367.00	451,883.00
NET ASSETS		
Invested in Capital Assets	7,704,760.00	7,200,041.00
Unrestricted Net Assets	1,527,261.00	1,373,059.00
Total Net Assets	\$ 9,232,021.00	\$ 8,573,100.00

SEE NOTES TO FINANCIAL STATEMENTS

Schedule 2

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG
Guttenberg, New Jersey

COMPARATIVE STATEMENTS OF ACTIVITIES
Twelve Months Ended March 31, 2002 and 2001

REVENUES	<u>3/31/02</u>	<u>3/31/01</u>
Total Tenant Revenues	\$ 958,545.00	\$ 956,888.00
HUD Operating Grants	1,939,209.00	1,964,391.00
Other Revenues	39,518.00	38,428.00
Total Revenues	2,937,272.00	2,959,707.00
EXPENSES		
Administrative Expenses	592,111.00	612,053.00
Tenant Services	879.00	11,334.00
Utility Expenses	402,151.00	467,095.00
Ordinary Maintenance and Operations Expenses	354,735.00	321,852.00
Protective Services	67,353.00	61,161.00
General Expenses	122,878.00	96,395.00
Extraordinary Maintenance	15,667.00	38,326.00
Housing Assistance Payments	1,263,076.00	1,256,248.00
Depreciation Expenses	275,654.00	274,307.00
Total Expenses	3,094,504.00	3,138,771.00
Deficiency of Operating Revenues Over Expenses	(157,232.00)	(179,064.00)
<u>NON OPERATING REVENUES EXPENSES</u>		
Interest on Investments	47,669.00	77,873.00
Deficiency of Revenues Over Expenses Before Capital Grants Received	(109,563.00)	(101,191.00)
<u>CAPITAL GRANTS RECEIVED</u>		
HUD Capital Grants	773,986.00	731,017.00
Excess of Revenues Over Expenses	664,423.00	629,826.00
Beginning Net Assets	8,573,100.00	7,885,956.00
Prior Year Adjustments	(5,502.00)	57,318.00
Ending Net Assets -Schedule 1	\$ 9,232,021.00	\$ 8,573,100.00

SEE NOTES TO FINANCIAL STATEMENTS.

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG
Guttenberg, New Jersey

COMPARATIVE STATEMENTS OF CASH FLOWS
Twelve Months Ended March 31, 2002 and 2001

<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>	<u>3/31/02</u>	<u>3/31/01</u>
<u>3/31/01</u>		
Deficiency of Operating Revenues Over Expenditures	\$ (157,232.00)	\$ (179,064.00)
Adjustment to Reconcile Net Income to Net Cash		
Provided by Operating Activities:		
Depreciation	275,654.00	274,307.00
Decrease (Increase) in Assets		
Accounts Receivable -Net	(132, 149.00)	(7,628.00)
Prepaid Expenses and Other Assets	(3,381.00)	(12,407.00)
Inventory of Supplies	(52.00)	2,704.00
Increase (Decrease) in Liabilities		
Accounts Payable	(11, 136.00)	(11,329.00)
Accrued Compensated Absences	6,371.00	8,709.00
Accounts Payable –HUD	(31,895.00)	84,135.00
Accounts Payable -Other Government Agencies	(43,739.00)	38,437.00
Security Deposits	1,232.00	2,403.00
Deferred Revenues	2, 149.00	(5, 115.00)
Net Cash Provided by (Used from) Operating Activities	(94, 178.00)	195.152.00
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Interest on Investments	47,669.00	77,873.00
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
HUD Grants Received	773,986.00	731,017.00
Capital Assets Purchased	(780,373.00)	(733,371.00)
Net Cash Used From Capital and		
Related Financing Activities	(6,387.00)	(2,354.00)
Increase (Decrease) in Cash and Cash Equivalents	(52,896.00)	270,671.00
1 Cash and Cash Equivalents -Beginning of Year	1,658,331.00	1,387,660.00 :
Cash and Cash Equivalents -End of Year	1,605,435.00	1,658,331.00 , ,

SEE NOTES TO FINANCIAL STATEMENTS

NOTES TO FINANCIAL STATEMENTS

NOTE 1 -Summary of Organization. Activities and Significant Accounting

1 -Organization -The Authority was created through a resolution of the Town of Guttenberg. It was organized as a public housing authority as defined by State statute (N.J., S.A. 4A: 12A-1, et seq., the "Housing Authority Act"). The Authority functions under the supervision of HUD and the New Jersey Department of Community Affairs -Division of Local Government Services (DCA). The Authority's Board of Commissioners is a seven-member board with six members appointed locality and one member appointed by the DCA Commissioner.

The Authority has not identified any entities, which should be subject to evaluation for inclusion in the Authority's reporting entity. The Authority has concluded that it is excluded from the Town's reporting entity since the Town does not influence operations does not have responsibility for fiscal matters and does not have a funding relationship with the Authority.

2 -Activities -At March 31,2002, the programs or activities administered by the Authority were:

<u>Program</u>	<u>Contract No.</u>	<u>Project No.</u>	<u>Units Authorized</u>
PHA Owned Management	NY -368	NJ 36-1 thru 4	249
Section 8 Housing Choice Vouchers	NY -1237	NJ 39-V-036	199

3 -Significant Accounting Policies

The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Authority's accounting policies are described below, including changes required by GASB 34.

a. Basis of Accounting -The general purpose financial statements (the Comparative Statements of Net Assets and the Comparative Statements of Activities) report on the Authority as a whole. The Comparative Statements of Activities demonstrates the degree to which the direct expenses of the Authority's function are offset by program revenues. Direct Expenses are those that are clearly identifiable with the Authority's function. Program revenues include 1) charges for services which are based on exchange or exchange-like transactions, namely monthly tenant charges and 2) grants and contributions that are restricted to meeting the operational or capital requirements of the Authority's programs.

The Comparative Statements of Net Assets and the Comparative Statements of Activities are prepared using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

b. Report Presentation -The general purpose financial statements included in this Report were ~ prepared in accordance with GAAP in the United States of America applicable to governmental" ~ entities for Proprietary Fund Types. In accordance with GASB-34, the Report includes Management's Discussions and Analysis. The Authority has elected to implement the general provisions of GASB-34 in the current year.

The Enterprise Fund is used for activities which are financed and operated in a manner similar to private business enterprise where the intent of the Authority is that the costs (expenses, including depreciation) of providing goods or services to its clients on a continuing basis be financed or recovered primarily through user charges or operating subsidies. The more significant of the Authority's accounting policies are as follows:

1 -Cash and cash equivalents are stated at cost, which approximates market. Cash and cash equivalents include cash in banks, petty cash and certificates of deposit, and other investments with original maturities of less than three months from the date of purchase-

Investments are recorded at fair market value based on quoted market prices. Fair value is the amount at which a financial instrument could be exchanged in a current transaction between willing parties.

2 -Tenant charges consist of rental income. Rents are recognized as revenues when assessed. Amounts not received by year-end are considered to be accounts receivable and amounts paid for the subsequent fiscal year (if any) are recorded as deferred revenue.

3 -Miscellaneous revenue is composed primarily of miscellaneous service fees and is recorded when earned.

4 -Collection losses on accounts receivable are charged against an allowance for doubtful accounts.

5 -Buildings and equipment are recorded at cost for all programs and depreciation is computed on the straight-line basis.

6 -Repairs funded out of operations, such as painting, roofing and plumbing, are charged against income for all programs.

7- The Authority is subsidized by the Federal Government. The Authority is not subject to Federal or State income taxes, nor is it required to file Federal and State income tax returns.

8 -Operating Subsidies and grants received from HUD are recorded as income when earned.

9 -The costs of accumulated unpaid compensated absences, including fringe benefits, are. reported in the period earned rather than in the period paid.

10 -Prepaid expenses are for payments made by the Authority in the current year to provide services occurring in the subsequent fiscal year.

11-Inventories in the Proprietary Fund consist of supplies and are recorded at the lower of cost or market applied to a physical inventory taken at year-end.

12- Invested in Capital Assets represents amounts contributed by HUD to the Authority for the purchase of capital assets. The Authority charges depreciation on property and equipment purchased to the Invested in Capital Assets.

13- The preparation of financial statements in conformity with GAAP in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period.

14- The Authority has elected not to apply to its proprietary activities Financial Accounting Standards Board Statements and Interpretations, Accounting Principles Board Opinions, and Accounting Research Bulletins of the Committee of Accounting Procedure issued after November 30,1989.

15 -The Authority does not have any infrastructure assets for its Proprietary Fund.

16- The Authority's Capitalization practices provides for capital purchases with a value of \$1,000.00 or more to be capitalized.

NOTE 2 -Cash and Cash Equivalents and Investments

The Authority maintains cash and investments in local banks, which are covered by the Governmental Unit Deposit Protection Act of the State of New Jersey, which requires the institution to pool collateral for all governmental deposits and have the collateral held by an approved custodian in the institution's name.

HUD's Financial Management Handbook (Number 7475.1) authorizes public housing authorities to invest in US obligations, US Agencies, money market funds limited to US obligations, certificates of deposit, savings accounts and repurchase agreements fully collateralized by US obligations (with certain restrictions).

Cash and Cash Equivalents and Investments of \$1,605,435.00 at March 31, 2002 consisted of the following:

	<u>Cash and Cash Equivalents</u>
Checking Accounts	\$ 732,753.00
Security Deposits	60,506.00
Money Market Funds	90,787.00
Certificates of Deposit	700,000.00
Savings Account	21,189.00
Petty Cash Fund	200.00
Total	\$ 1,605,435.00

The carrying amount of the Authority's cash and cash equivalents and investments as of March 31, 2002 was \$1,605,435.00 bank balances were \$1,740,553.00. Of the bank balances \$200,000.00 was covered by Federal depository insurance and \$1,540,553.00 was covered by a collateral pool maintained by the banks as required by New Jersey statutes. Cash and cash equivalents and investments, except petty cash, are held in the Authority's name.

NOTE 3 -Accounts Receivable -Net

Accounts Receivable -Net of\$242,150.00 at March 31,2002, consisted of the following:

Tenant Accounts Receivable	\$ 29,533.00
Allowance for Doubtful Accounts	(1,000.00)
Subsidies and Grants Due from HUD	142,420.00
Portability Receivable	2,452.00
Accrued Interest Receivable	5,745.00
Miscellaneous	63.000.00
Total	<u>\$242.150.00</u>

NOTE 4 -Interprogram Receivables and Payables

At March 31, 2002, the Authority had interprogram receivables and payables of \$370,329.00. Amounts due between the various programs administered by the Authority are detailed on the Financial Data Schedule, Schedule 4 of this Report.

NOTE 5 -Capital Assets

Capital Assets of \$13,889,275.00 at March 31, 2002, as detailed on the Financial Data Schedule (Schedule 4), primarily consist of expenditures to acquire, construct, place in operation and improve the facilities of the Authority and were stated at cost.

Expenditures are capitalized when they meet the Capitalization Policy requirements. Depreciation of Capital Assets is provided using the straight-line method for reporting purposes at rates based upon the following estimated useful lives;

	<u>Years</u>
Buildings	40
Leasehold Improvements	15
Office Furniture	10
Equipment	5
Vehicles	5
Computers and Related Equipment	3

Capital Asset activity for the year ended March 31, 2002 was as follows:

	<u>Balance at</u> <u>3/31/01</u>	<u>Additions</u>	<u>Transfers/</u> <u>Deletions</u>	<u>Balance at</u> <u>3/31/02</u>
<u>Capital Assets Not Being</u>				
<u>Depreciated:</u>				
Construction on Progress	\$ 816,274.00	\$773,986.00	\$--.	\$ 1,590,260.00
Progress	533,472.00			533,472.00
<u>Capital Assets Being</u>				
<u>Depreciated:</u>				
Buildings	11,307,328.00	--		11,307,328.00
Dwelling Equipment	159,617.00	--		159,617.00
Furniture & Equipment	108,666.00	6,387.00	-	115,053.00
Leasehold Improvements	183,545.00			183,545.00
Sub-Total	13,108,902.00	780,373.00	-	13,889,275.00
Less: Accumulated Depreciation	(5,908,861.00)	(275.654.00)	-.	(6,184,515.00)
Total	\$7,200,041.00	\$504,719.00	\$ -.	\$7,704,760.00

NOTE 6- Long Term Debt

During prior audit periods, the Authority's Long Term Debt (guaranteed by HOD), direct HUD loans. and other long term debt payable by HOD through Annual Contributions was written off).

GASB Interpretation No.2, Disclosure of Conduit Debt Obligations, provides guidance as to the proper GAAP in the United States of America treatment of this HOD-guaranteed Debt. The debt transactions between the Authority and HOD are similar to conduit debt obligations, which are "certain limited-obligation revenue bonds, certificates of participation, or similar debt instruments issued by a state or local governmental entity for the express purpose of providing capital financing for a specific third party that is not apart of the issuer's financial reporting entity".

The transaction between the Authority and HOD is similar to HUD giving funds to the Authority to operate and the funds are a capital contribution. HOD has essentially made an investment in the Authority .Therefore, the liability was reclassified as a capital contribution. Since HOD is paying the obligations directly, except for the HOD loans, which were forgiven, the outstanding Long Term Debt balance at March 31, 2002, could not be readily determined.

NOTE 7 Accounts Payable-Other Government Agencies-Payment in Lieu of Taxes (PILOT)

Under Federal, State and Local law, the Authority's programs are exempt from income, property and excise taxes. However, the Authority is required to make a PILOT payment for the PHA Owned Program in accordance with the provisions of a Cooperation Agreement. Under the Cooperation Agreement, the Authority must pay the municipality the lesser of 10% of its net shelter rent or the approximate full real property taxes. During the fiscal year end March 31, 2002, the municipality was entitled to PILOT of\$55,535.00.

NOTE 8- Noncurrent Liabilities -Accrued Compensated Absences

Accrued Compensated Absences of \$56,804.00 at March 31, 2002, represents amounts to which employees are entitled to based on accumulated leave earned in accordance with the Authority's ~ Personnel Policy. Employees may be compensated for accumulated vacation leave in the event of retirement or termination from service. Employees may be compensated for sick leave at retirement or T separation who have been vested 10 years in the Public Employees Retirement System. Payments will, be made based on Y2 of every sick day accumulated up to a maximum of \$3,000.00. The amount due within one year was \$5,679.00 and the amount due in more than one year was \$51,125.00.

NOTE 9 -Pension Plan

The Authority participates in the New Jersey Public Employees Retirement System (PERS), which is sponsored and administered by the New Jersey Division of Pensions and Benefits. It is a cost sharing, multiple-employer defined benefit pension plan. PERS was established in January 1955 under the provision of NJ SA 43: 15A to provide coverage, including post-retirement health care, for substantially all full time employees of the State, County, municipality, school district or public agency provided the employee is not a member of another State administered retirement system.

STATUS OF PRIOR AUDIT FINDINGS

Membership is mandatory for such employees. Contributions are made both by employees and by the Authority. Required employee contributions to the system are based on a flat rate which is determined by the New Jersey Division of Pension for active plan members. Benefits paid to retired employees are based on the length of service, latest earnings and veteran status. Authority contributions to the system are determined by the PERS and are billed annually to the Authority. However, the Authority was not required to make a contribution during the audit period because the Pension Plan was over funded.

The State of New Jersey, Department of Treasury, Division of Pensions and Benefits, issued publicly available financial reports that include the financial statements and required supplementary information for PERS. The financial reports may be obtained by writing to the State of New Jersey, Department of Treasury, Division of Pensions and Benefits, P.O. Box 295, Trenton, New Jersey 08625-0295.

NOTE 10 -Risk Management

During the year ended March 31, 2002, the Authority's risk management program, in order to deal with potential liabilities, consisted of various insurance policies for fire, general liability, crime, auto and public official's errors and omissions. Periodically, the Authority, but not less than once annually, conducts a physical inspection of its Projects, for the purpose of determining potential liability issues.

NOTE 11 -Construction Commitments

At March 31, 2002, the Authority had outstanding construction commitments of \$316,121.00 pertaining to its Comp Grant and Capital Fund Programs. These costs will be paid by grants committed to the Authority by HOD.

NOTE 12- Contingencies

Amounts received or receivable from HOD are subject to audit and adjustment by HUD. Any disallowed claims, including amounts already collected, may constitute a liability of the Authority. The amounts, if any, of expenditures, which may be disallowed by the grantor, cannot be determined at this time although the Authority expects such amounts, if any to be immaterial.

NOTE 13 -Economic Dependency

For the year ended March 31, 2002, the Authority's revenues were primarily received from HUD, which are subject to availability of funds based on Congressional approval, and the Authority's compliance with Federal rules and regulations.

NOTE 14 -Prior Period Adjustments

The Authority recorded certain minor adjustments to its opening equity balances during the year. These adjustments resulted in a reduction in equity of \$5,502.00.

FINANCIAL DATA SCHEDULE
at March 31, 2002

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332	General Governmental Expenses - Current Period	\$3,624	\$0	\$1,838	\$5	\$5,879
331	Medicaid Payments - Current Period	\$0	\$0	\$2,704	\$0	\$2,704
330	Medicaid Payments - State Government	\$35,535	\$0	\$35,535	\$0	\$35,535
341	Local Security Payments	\$30,201	\$0	\$30,201	\$0	\$60,806
342	Referral Payments	\$6,510	\$0	\$102,465	\$0	\$108,975
344	Referral Payments Due To	\$0	\$0	\$630,246	\$0,003	\$170,195
310	Local Current Expenses	\$150,895	\$0	\$379,109	\$0,023	\$950,671
91	General Governmental Expenses - Prior Period	\$34,076	\$0	\$10,240	\$0	\$44,135
330	Total Referral Expenses	\$34,576	\$0	\$18,545	\$0	\$53,125
302	Total Referral	\$185,471	\$0	\$494,447	\$10,243	\$1,245,885
620	Total Governmental Capital	\$0	\$0	\$0	\$0	\$0
610	Investment in Capital Assets, Net of Related Debt	\$6,114,509	\$20,874	\$0	\$620,588	\$7,754,770
611	Total Governmental Financial Position	\$0	\$0	\$0	\$0	\$0
511	Residual Net Assets	\$0	\$0	\$0	\$0	\$0
5121	Residual Net Financial Assets	\$1,983,730	\$0	\$83,522	\$0	\$5,482,161
512	Unfunded Pension Assets	\$1,983,730	\$83,574	\$0,331	\$53,339	\$3,233,023
510	Total Unfunded Pension Assets	\$1,983,730	\$83,574	\$0,331	\$53,339	\$3,233,023

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PCHA NAMES FYCD-03/31/2002					
NID BMT No.	Low Rent Public Housing Program	Public Housing Contribution Program	Housing Choice Vouchers	Family Capital Fund Program	Total
	Arcos m Decor p/dm				

703	Net Total Rural population	594 328	N/A	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 328	594	594 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Job No.	Account Description	Law/Real Estate Fee	Video, Training, Information	Printing, Check	Bank, misc. fund	Total
511	Administrative Salaries	\$17,032		\$37,867	\$89,637	\$143,536
512	Administrative Fees	\$4,453		\$2,070	\$0	\$6,523
514	Contingent Laborers	\$0		\$18,387	\$2	\$18,389
515	Contingent Laborer - Contingent Laborer - Point Charge	\$21,185		\$12,347	\$18,852	\$52,384
518	Contract Labor - Administrative	\$29,011		\$12,871	\$1,703	\$43,585
522	Contract Labor - Other	\$0		\$18,507	\$0	\$18,507
541	Travel	\$41,804		\$0	\$0	\$41,804

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Sethe, S. (1983) *The German Lesson*. New York: Oxford University Press.

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Schedule 4 (cont'd)

190	UNIT/ACRE/ANALYSIS	2.084	5	2.318	5	5.878
191	NUMBER OF UNIT/ACRE/ANALYSIS	2.084	1	2.318	1	5.878

HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG
Guttenberg, New Jersey

STATEMENT AND CERTIFICATION OF ACTUAL COMP GRANTS COSTS
at March 31,2002 ,

PHA Owned Program

- 1. The Actual Comp Grant Costs of Phases 706 and 707 are as follows:**

	<u>Phase 706</u>	<u>Phase 707</u>
Funds Approved	\$ 528,872.00	\$615,753.00
Funds Expended	528.872.00	615.753.00
Excess of Funds Approved	<u>\$ -</u>	<u>\$ -</u>
	<u>Phase 706</u>	<u>Phase 707</u>
Funds Advanced	\$ 528,872.00	\$615,753.00
Funds Expended	528.872.00	615.753.00
Excess of Funds Advanced	<u>\$ -.</u>	<u>\$ -</u>

- 2. All Comp Grant costs have been paid and all related liabilities have been discharged through payment**

Schedule 6

**HOUSING AUTHORITY OF THE TOWN OF GUTTENBERG
Guttenberg, New Jersey**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Twelve Months Ended March 31, 2002**

Federal Grantor/Program Title	Expenditures
Department of HUD , (Direct Programs)	
PHA Owned Program	
Public and Indian Housing Program (CFDA No.-14.850) Operating Expenditures	\$ 413,389.00
Public and Indian Housing Program-Capital Fund (CFDA No.-14.872) Grant Expenditures	752,754.00
Public and Indian Housing Program-Comp Grant (CFDA No.-14.859) Grant Expenditures	142,567.00
<u>Section 8 Program</u>	
Section 8 Housing Choice Voucher Program (CFDA No.-14.871)	
Rental Assistance Expenditures	1,404,485.00
Total Federal Expenditures	\$2.713.195.00

NOTE 1 -Schedule of Expenditures of Federal Awards

a -Basis of Presentation -The accompanying Schedule of Expenditures of Federal Awards is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. Therefore, some amounts presented on this Schedule may differ from amounts presented in, or used in the preparation of the general purpose financial statements due to expenses, which exceed or are less than Federal grants or contributions received.

b -Sub recipients -There were no sub-recipient activities during the audit period.

WILLIAM B. O'NEILL
Certified Public Accountant
1035 OLD FORD ROAD
HUNTINGDON VALLEY , PA 19006

Office 215-379-0680

Fax 215-379-0806

**REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN
AUDIT OF GENERAL PURPOSE FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS ISSUED BY THE COMPTROLLER GENERAL OF THE UNITED
STATES**

(No Reportable Instances of Noncompliance, No Material Weaknesses and No Reportable Conditions Identified),
Board of Commissioners Housing Authority of the Town of Guttenberg Guttenberg, New Jersey

I have audited the general purpose financial statements of the Authority as of and for the year ended March 31, 2002 and have issued my report thereon dated June 5, 2002. I conducted my audit in accordance with generally accepted auditing standards in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the State of New Jersey - Office of Management and Budget Circular 98-07.

Compliance

As part of obtaining reasonable assurance about whether the Authority's general purpose financial statements are free of material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit and, accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance that are required to be reported under Government Audit Standards issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing my audit, I considered the Authority's internal control over financial reporting in order to determine my auditing procedures for the purpose of expressing my opinion on the financial statements and not to provide assurance on the internal control over financial reporting. My consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. I noted no matters involving the internal control over financial reporting and its operation that I consider to be material weaknesses.

This report is intended for the information of the audit committee, management, others within the Authority, DCA and Federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than those specified parties.

WILLIAM B. O'NEILL
CERTIFIED PUBLIC ACCOUNTANT

June 5, 2002

WILLIAM B. O'NEILL
Certified Public Accountant
1035 OLD FORD ROAD
HUNTINGDON VALLEY , PA 19006

Office 215-379-0680

Fax 215-379-0806

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH
MAJOR PROGRAM AND INTERNAL CONTROL OVER COMPLIANCE IN
ACCORDANCE WITH OMB CIRCULAR A-133
(Unqualified Opinion on Compliance, No Material Weaknesses
and No Reportable Conditions Identified)

Board of Commissioners
Housing Authority of the
Town of Guttenberg
Guttenberg, New Jersey

Compliance

I have audited the Authority's compliance with the types of compliance requirements described in OMB Circular A-133 Compliance Supplement that are applicable to each of Its major Federal programs for the year ended March 31, 2002. The Authority's major Federal programs are identified in the Schedule of Expenditures of Federal Awards. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major Federal programs is the responsibility of the Authority's management ~y responsibility is to express an opinion on the Authority's compliance based on my audit.

I conducted my audit of compliance in accordance with generally accepted auditing standards in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Those standards and OMB Circular A-133 require that I plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements preferred to above that could have a direct and material effect on a major Federal program, occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures, as I considered j necessary in the circumstances. I believe that my audit provides a reasonable basis for my 1 opinion. My audit does not provide a legal determination on the Authority's compliance with those requirements.

In my opinion, the Authority complied, in all material respects, with the requirements referred to above that are applicable to each of its major Federal programs for the year ended March 31, 2002.

Internal Control Over Compliance

The Authority's management is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to Federal programs. In planning and performing my audit, I considered the Authority's internal control over compliance with requirements that could have a direct and material effect on a major Federal program in order to determine my auditing procedures for the purpose of expressing my opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

My consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws, regulations, contracts and grants that would be material in relation to a major Federal program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. I noted no matters involving internal control over compliance and its operation that I consider to be material weaknesses.

This report is intended solely for the information and use of the audit committee, management, others within the Authority, DCA and Federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than those specified parties.

WILLIAM B. O'NEILL
CERTIFIED PUBLIC ACCOUNTANT
June 5, 2002

STATUS OF PRIOR AUDIT FINDINGS

The prior Report on Audit did not contain any findings. Further, there was no Management Letter prepared as a result of this audit and there were no other audits conducted for this fiscal year. .

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Section 1 -Summary of Auditor's Results

Financial Statements -

Type of Auditor's Report Issued:
Unqualified

Internal Control over financial reporting:

Material Weakness (es) identified? _____yes

X none reported

Reportable Condition(s) identified not considered to be material weaknesses? _____yes

-X- none reported

Noncompliance material to financial statements noted? _____yes

X no

Federal Awards

Internal Control over major programs:

Internal Control over financial reporting:

Material Weakness (es) identified? _____yes

-X- no

Reportable Condition(s) identified not considered to be material weaknesses? _____yes

X- none reported

Type of auditor's report issued on compliance for major programs?

Unqualified

Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a)? _____yes

-X no

Identification of major programs

CFDA

Number	<u>Name of Federal Program or Cluster</u>
14.850	PUBLIC AND INDIAN HOUSING PROGRAM .
14.872	PUBLIC AND INDIAN HOUSING PROGRAM –CAPITAL FUND
14.859	PUBLIC AND INDIAN HOUSING PROGRAM -COMP GRANT
14.871	SECTION 8 HOUSING CHOICE VOUCHER PROGRAM .

**Dollar threshold used to distinguish
between Type A and Type B programs:** **\$300.000.00**

Auditee qualified as low-risk auditee? **_____yes**
X no

Section II-Financial Statement Findings None

**Section III-Federal Award Findings and Questioned Costs
None**

Asset Management

NOT APPLICABLE

The Guttenberg Housing Authority is classified by the U.S. Department of Housing and Urban Development as a "High Performer" in accordance with the Public Housing Management Assessment Program (PHMAP). This plan element is not required.

Guttenberg Housing Authority
Tenant Resident Leaders

7005 Boulevard East

Louise Vitale	President
Maria Fisher	Vice-President
Gina Manuli	Sgt. At Arm
Mary Roach	Secretary

136-69th Street

Sussana Quiroga	President
Marian Blaum	Vice-President
Esperanza Padron	Secretary
Rosario Llanos	Treasurer
Richard Reilly	Sgt. At Arm

6900 Broadway

Erasmo DoCampo	President
Illeana Cabrera	Vice-President
Charles And Claire Merz	Sgt. At Arm
Rosa Cabrera	Secretary
Ezekiel Perez	Treasurer

400-68th Street

Patricia Figueroa	President
Martha Galvis	Vice-President
Maria Rojas	Secretary
Sharon de Fina	Treasurer
Lillian Sierra & Manuel Marte	Sgt. At Arm

ANNUAL PLAN MEETING

JANUARY 3, 2003

TENANT'S NAME	TENANT'S SIGNATURE	APT.#
ERASMO DOCAMPO	ERASMO DOCAMPO	1G
IRENE CABRERA	IRENE CABRERA	10C
R. Wismenbock	R. Wismenbock	7
M. Fogarty	M. Fogarty	7
E. Cabandano	E. Cabandano	9B
Chloe May	Chloe May	4A
Maria Santiago	Maria Santiago	10E
Julia Becker	Julia Becker	9E
Estrella Valenzuela	Estrella Valenzuela	8A
Lissa Martinez	Lissa Martinez	10B
Maria S. Jimenez	Maria S. Jimenez	6-C
Karenia Estrada	Karenia Estrada	3-E
Amelia Lara	Amelia Lara	4-H
Hilda Molina	Hilda Molina	2C
SAFARI	SAFARI	2H
Rosa Iba Garcia	Rosa Iba Garcia	4B

Other Information
(24 CFR Part 903.7.9 ®)

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Boards?

2. If yes, the comments are: (if comments were received the PHA must select one)

Attached at attachments (file name)
Provided below Yes

Comments:

Tenants congratulated the New Administration for current improvements being made at all buildings:

Comments:

Tenants are very happy with the new security guard company.

Comments:

Tenants are happy with the new Maintenance Personnel , the Guttenberg Housing Authority has received complementary letters from several tenants.

The Guttenberg Housing Authority has established the **Guttenberg Affordable Housing Corporation**, a non-profit corporation. Following are the Corporation By-Laws which describe the purpose and structure of the corporation.

BY-LAWS OF
GUTTENBERG AFFORDABLE HOUSING CORPORATION

Adopted May 13, 1998

I. Name, Offices and Purposes

1.1 Corporate name. The corporation's official name shall be Guttenberg Affordable Housing Corporation. In addition, it shall have the right, from time to time, to operate under such other names as it may receive authorization to use pursuant to applicable law.

1.2 Principal office. The corporation's principal offices shall be at 6900 Broadway, Guttenberg, New Jersey, or at such other place as the Trustees may from time to time determine .

1.3 Other places of business. The board of Trustees may, at any time, establish offices at any location where the corporation is qualified to do business.

1.4 Corporate purpose. The corporation has been organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any further federal tax code. More specifically, the purposes for which the corporation is organized is to improve the quality of residential life of low and moderate income persons and families of Guttenberg (as defined by United States Department of Housing and Urban Development or New Jersey Council on Affordable Housing regulations) by without limitation, providing, developing, building, promoting, constructing, operating, selling, leasing, renovating, rehabilitating, and disposing of decent, safe and affordable residential housing and housing opportunities. In meeting the foregoing objectives the Corporation intends to seek the assistance and resources of

federal, state and local governments combined with Housing Groups, Foundations, Private Sector organizations and the community at large.

1.5 Purpose of bylaws. These Bylaws establish rules and procedures for conducting the affairs of the corporation. They are binding on the Board of Trustees, on members of any committees established by the Board, and on the corporation's officers, whether those persons served in the applicable capacity at the time these bylaws were adopted or were appointed or elected to the position at a later date. These Bylaws are subject to the provision of the New Jersey Nonprofit Corporation Act ("the Act") and the corporation's Certificate of Incorporation, as they may be amended from time to time. If any provision in these bylaws is inconsistent with a provision in the Act or the Certificate of Incorporation, the provision of the Act or Certificate of Incorporation shall govern to the extent of such inconsistency.

1.6 Amendment to by laws. These Bylaws may be altered, amended or repealed by the vote of no less than 2/3 of the entire Board" Written notice of any such Bylaw change to be voted upon by the Board shall be given not less than ten (10) days prior to the meeting at which such change shall be proposed .

1.7 Applicability of New Jersey law. The corporation has been formed pursuant to the laws of the State of New Jersey. These bylaws shall be construed in accordance with the New Jersey Nonprofit Corporation Act and any other applicable laws .

II. Trustees

2.1 Board of Trustees. The affairs of the corporation shall be managed by a Board of Trustees consisting of seven members.

2.2 Election of Trustees. Subject to the conditions contained in this section Trustees shall

be elected by the Board at its first regular meeting of every calendar year. Election of Trustees shall be governed by the following criteria in order to ensure that the composition complies with CHDO requirements:

At least one third (1/3) of the Board shall be residents of low income neighborhoods, elected representatives (but not "public sector" representatives) of low income organizations, or low income individuals-

Two trustees shall be appointed by the Housing Authority of the Town of Guttenberg;

No more than 1/3 of the Board may consist of representatives of the public sector .

Representatives of the public sector include:

1. Elected officials
2. Appointed public officials
3. Public employees
4. Private citizens appointed by public officials

The remaining trustees may be selected from the community at large subject to the aforesaid limitation on representatives of the public sector.

The term of office of each Trustee shall be three years from the date of election and thereafter until a successor has been elected and qualified except that for the initial Board of

Trustees the Trustees shall have the following staggered terms in order to ensure continuity: two Trustees shall serve a term of one year; two trustees shall serve a term of two years; two trustees shall serve a term of three years; one trustee shall serve a term of four years.

Nothing

therein shall be construed to prevent a Trustee from succeeding himself in office for additional terms .

2.3 Regular Meetings of Trustees. The Board of Trustees shall hold regular meetings at least two times per year at the corporation's' principal office or at such other place as may be

acceptable to a majority of the members of the Board. At each such meeting, the Board shall determine the date, time and place of the next regular meeting. The corporation's secretary shall notify any Trustee not present at that meeting of the date, time and place of the next regular meeting by sending written notice to each such Trustee at least 15 days in advance of the date therein designated for that meeting .

2.4 Special meetings. A special meeting of the board may be called at any time by the president of the corporation or any three Trustee~ for any purpose consistent with the corporation's certificate of incorporation or bylaws. Such meeting shall be held upon five days notice if given by telephone or in person, or upon 10 days notice if given by mail. Such notice shall specify the time and date of the meeting .

2.5 Waivers of Notice. Notice of a meeting need not be given to any trustee who signs a waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior to the conclusion of the meeting, the lack of notice to such trustee or such meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice or waiver of notice of such meeting.

2.6 Action without a meeting. The Board of Trustees may act without a meeting if, prior or subsequent to such action, each Trustee consents to such action in writing. All written consents shall be filed in the corporation's minute book.

2.7 Conference call meetings. Members of the board of Trustees may participate in meetings by means of conference telephone calls or similar communications equipment which enables all participants to hear each other. Such participation in a meeting shall constitute presence at a meeting for the purpose of establishing a quorum.

2.8 Quorum. A majority of the entire Board shall constitute a quorum for the transaction of business at any meeting .

2.9 Board voting requirements. Each member of the Board of Trustees shall have one vote on all matters which come before the Board. All matters requiring a vote of the Board shall be decided by a majority vote of Trustees voting thereon, except that a vote of two-thirds of the entire board shall be required to elect or remove a Trustee or to amend the corporation's bylaws.

2.10 Compensation. No Trustee shall receive a fee, salary or remuneration of any kind for his services as Trustee. The corporation may, however, reimburse Trustees for reasonable expenses incurred by them, provided such expenses have been approved by the Board.

2.11 Conflicts of interest. The corporation, through its board of trustees or any committee thereof, shall not enter into a contract or transaction with any of its officers or trustees or with any other entity in which its officers or trustees have a substantial financial interest or serve as an officer, director, or trustee unless material facts about such affected officer's or trustee's interest or position are disclosed or known to the board and the board authorizes, approves, or ratifies the contract or transaction by unanimous written consent, provided at least one trustee so consenting is a disinterested party, or by affirmative vote of a majority of the disinterested trustees, even though the disinterested trustees constitute less than a quorum.

2.12 Additional Personnel. The corporation may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed in its By-Laws. The selection and compensation of such personnel shall be determined by the Corporation subject to the laws of the State of New Jersey.

2.13 Standing and Ad Hoc Committees. The Corporation may from time to time establish working committees to assist the administration in its implementation of its duties. Each committee shall be composed of two trustees and one staff person, and the trustees will be appointed by the Chairperson for a period of one year. One special Ad hoc committee will be established during the period of housing planning and development activities. This committee

will be the planning committee and shall be composed of two trustees, one staff person and three low income residents or representatives of low income residents residing in the neighborhood of the proposed site.

III. Officers

3.1 Election of officers. The Board of Trustees shall appoint a president, secretary, treasurer, and such other officers as it deems necessary for the conduct of the corporation's affairs. Any two or more offices may be held by the same person but no officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument is required by law or by these bylaws to be executed, acknowledged, or verified by two or more officers. The duties and The Board shall determine authority of the officers from time to time. Subject to any such determination, the officers shall have the duties and authority set forth in the following paragraphs.

3.2 Duties of the president. The president shall have general charge and supervision over and responsibility for the affairs of the corporation, and shall preside at all meetings of the Board of Trustees. Unless otherwise directed by the Board, all other officers shall be subject to the authority and supervision of the president. The president may enter into and execute in the name of the corporation contracts or other instruments not in the regular course of business which are authorized either generally or specifically by the Board. The president shall have the general powers and duties of management usually vested in the office of the president of a nonprofit corporation. The president may, from time to time, delegate any or all of his duties and authority to any other officer.

3.3 Duties of the secretary. The secretary shall cause notices of all meetings to be served as prescribed in these Bylaws and shall keep or cause to be kept the minutes of all meetings of the Board. The secretary shall have charge of the seal of the corporation and shall perform such

other duties, and possess such powers as are incident to the office or as shall be delegated to him
by the President or the Board. .

3.4 Duties of the treasurer. The treasurer shall have the custody of the funds of the corporation and shall keep or cause to be kept regular books of account for the corporation. The treasurer shall perform such other duties and possess such other powers as are incident to the office or as shall be assigned to him by the President or the Board.

3.5 Duties of the vice president. The vice president if one is appointed by the Board, shall perform the duties of the president in the president's absence or inability to perform said duties. The vice president shall also have such additional responsibilities as the president or the Board may, from time to time, delegate to him.

3.6 Removal of officers. All officers of the corporation serve at the pleasure of the Board of Trustees. The Board may remove any officers, with or without cause by a two-thirds vote of the entire Board membership. An officer who is also a Trustee may be removed as an officer of the corporation and remain a Trustee unless the action of the Board clearly indicates otherwise.

3.7 Compensation. No officer shall receive a fee, salary or remuneration of any kind for his services as an officer. The corporation may, however, reimburse officers for reasonable expenses incurred by them, provided such expenses have been approved by the Board of Trustees .

IV .Contributions and Dissolution

4.1 Contributions. The corporation shall have the right to solicit and accept contributions from third parties. All monies thus received will be used in furtherance of the corporation's purpose as hereinabove stated. The corporation shall have the right, however, to use a reasonable amount of any sums received for the payment of administrative expenses.

4.2 Dissolution of the corporation. Upon dissolution of the corporation, the Board of

Trustees shall utilize the corporation's assets for the payment of all obligations and liabilities.
Any remaining assets will be disposed of in a manner consistent with the corporation's purpose as hereinabove stated, either in the form of direct expenditures or by disbursement to one or more organizations organized and operated exclusively for charitable, religious, educational or scientific purposes so as to qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code or any corresponding provision of a future law of similar import, or to the United States, or a state or local government for a public purpose.

V. Nonprofit Operation

The corporation will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Corporation will be distributed to its Trustees or Officers without full consideration. No Member of the Corporation has any vested right, interest or privilege in or to the assets, property, functions or activities of the Corporation. The Corporation may contract in due course with its Trustees and Officers without violating this provision subject to the provisions of Article 2.11.

VI. Fiscal Year

The fiscal year of the Corporation shall be the period selected by the Board of Trustees as the fiscal year of the Corporation.

VII. Seal

The corporate seal shall bear the name of the Corporation between two concentric circles and in the inside of the inner circle shall be the year of incorporation.

VIII. Indemnification

The Corporation shall indemnify each Officer and Trustee, including former Officers and Trustees, to the full extent permitted by the New Jersey Nonprofit Corporation Act.

